IF RETURN IS FOR CALENDAR YEAR 1920 FILE IT WITH THE COLLECTOR OF INTERNAL REVENUE FOR YOUR DISTRICT ON OR BEFORE MARCH 15, 1921

IF FOR A PERIOD OTHER THAN A CALENDAR YEAR THE RETURN SHOULD BE FILED ON OR BEFORE THE 15TH DAY OF THE THIRD MONTH FOLLOWING THE CLOSE OF SUCH PERIOD

Form 1120—UNITED STATES INTERNAL REVENUE SERVICE

CORPORATION INCOME AND PROFITS TAX RETURN

FOR CALENDAR YEAR 1920

Or for period begun Jan 1, 1920, and ended Dec 31, 1920

If the net income includes more than $10,000 from Government contracts, procure from the Collector of Internal Revenue for your district Form 1120S, execute and file the same as a part of this return.

(PRINT PLAINLY CORPORATION'S NAME AND BUSINESS ADDRESS)

W. H. Corporation
Home Office Rector St.
New York City.

CASH	
CHECK	
M. O.	
CERT. of IND.	

(DO NOT WRITE IN THIS SPACE)

Examined by

Audited by

FIRST PAYMENT

$

Cashier's Stamp

KIND OF BUSINESS Stock holding Corporation IS THIS A CONSOLIDATED RETURN? No

SCHEDULE A—TAXABLE NET INCOME.

GROSS INCOME.		
1. Gross sales, less returns and allowances	$	
2. Less cost of goods sold, exclusive of expenses, repairs, and other items called for separately below (from Schedule A2)	$	
3. Gross income from operations other than trading or manufacturing, less allowances (from Schedule A3)		
4. Taxable interest on obligations of the United States and War Finance Corporation Bonds (from Form 1125, see Schedule A4)		
5. Taxable interest from all other sources (from Schedule A5)	852 50	
6. Rentals	9 800 —	
7. Royalties		
8. Share of net income earned by personal service corporation during its accounting period (whether received or not)		
9. Dividends on stock of (a) foreign corporations (from Schedule A9), $; and (b) domestic corporations, except personal service corporations from earnings accumulated on and after January 1, 1918, $ Total		
10. Gross income from all other sources (not including any amount reported in Item 22, below) (from Schedule A10)		
11. TOTAL OF ITEMS 1 TO 10		$ 10 652 50
DEDUCTIONS.		
12. Ordinary and necessary expenses (except amounts reported in Item 2 above or called for separately below) (from Schedule A12)	$ 3835 84	
13. Compensation of officers (including salaries, commissions, and other compensation in whatever form paid) (from Schedule A13)	195 —	
14. Repairs (including labor, supplies, etc.) (from Schedule A14)		
15. Interest (see page 2 of Instructions, paragraph 9)	802 —	
16. Taxes (from Schedule A16)	2007 01	
17. Debts ascertained to be worthless and charged off within the taxable period (from Schedule A17)		
18. Exhaustion, wear and tear (including obsolescence) (from Schedule A18)		
19. Depletion (from Schedule A19)		
20. TOTAL OF ITEMS 12 TO 19		$ 14 062 85
21. DIFFERENCE BETWEEN ITEMS 11 AND 20		$ Deficit
22. Profit or loss on sales of capital assets and miscellaneous investments, including liquidating dividends (from Schedule A22)	$	
23. Losses sustained during the taxable period and not compensated for by insurance or otherwise. (From Schedule A23.) (Extend to last column sum of or difference between Items 22 and 23)		3 410 35
24. Net income for taxable period exclusive of deductions for dividends and amortization (sum of or difference between Items 21 and 23, the latter as extended)		$
25. Dividends on stock of (a) foreign corporations taxable by the United States on their net incomes, and (b) domestic corporations, except personal service corporations from earnings accumulated on and after January 1, 1918	$	
26. Amortization of war facilities (from Schedule A26) (extend total of Items 25 and 26)		
27. NET INCOME FOR TAXABLE PERIOD (difference between Items 24 and 26, the latter as extended—to be entered as Item 5, Schedule D)		$
28. Less deduction provided in the first paragraph of Section 23, Merchant Marine Act of 1920 (see page 1 of Instructions, paragraph 4)		
29. Net income of a corporation owning ships engaged in foreign trade (amount to be used only in computing profits tax in Schedule D)		$ Deficit

SCHEDULE B—INVESTED CAPITAL.

ITEM.	AMOUNT.
1. Capital, surplus, and undivided profits at beginning of taxable period as shown by books (from Schedule E, Item 11)	$ 246 289 39
2. Plus adjustments by way of additions (from Schedule F, Item 4) — None	
3. TOTAL	$ 246 289 39
4. Less adjustments by way of deductions (from Schedule G, Item 7) — None	
5. REMAINDER	$
6. Plus or minus changes in invested capital during taxable period (Net Increase or Decrease from Schedule H)	246 289 39
7. TOTAL (OR REMAINDER)	$
8. Less deduction on account of inadmissible assets (from Schedule J)	
9. Invested capital for taxable period. (If return is for a period less than a full year, see page 2 of Instructions, paragraph 11)	$ 246 289 39

SCHEDULE C—EXCESS PROFITS CREDIT.

1. Eight per cent of invested capital for taxable period (Item 9 of Schedule B)	$
2. Exemption ($3,000) (except for foreign corporations) — None	
3. Excess Profits Credit (Item 1 plus Item 2). (If return is for a period less than a full year, see page 2 of Instructions, paragraph 11)	$

SCHEDULE D—COMPUTATION OF TAXES.

1. BRACKETS.	2. AMOUNT OF NET INCOME (ITEMS 27 OR 29, SCHEDULE A) IN EACH BRACKET.	3. EXCESS PROFITS CREDIT (ITEM 3, SCHEDULE C).	4. BALANCE SUBJECT TO TAX.	5. RATE.	6. AMOUNT OF TAX.
1. Net income, not in excess of 20% of invested capital	$	$	$	20%	$
2. Balance of net income				40%	
3. Totals computed under Section 301(b)	$	$	$		$
4. Excess Profits Tax, if computed under Sections 302, 303, 304(c) or 337 of the Revenue Act of 1918 (see page 2 of Instructions, paragraph 14)					$

5. Net income for taxable period (Item 27, Schedule A)	$	
6. Less: Taxable interest on obligations of United States and War Finance Corporation Bonds (Item 4, Schedule A)	$	
7. Excess profits tax (Item 3 or 4, column 6, Schedule D) or		
8. Excess profits and war profits taxes (Item 16, Form 1120S, income from Government contracts)		
9. Exemptions, except for foreign corporations, $2,000 unless return is for less than a year (see page 2 of Instructions, paragraph 11)		
10. Balance subject to income tax (Item 5, less Items 6, 7, and 9, or Item 5, less Items 6, 8, and 9)	$	
11. Tax of 10% on Item 10		$
12. Total tax (Item 3, 4, or 8 plus Item 11)		$
13. Less: Income and profits taxes paid to foreign countries or possessions of the United States. (See Sections 238 and 240(c) of Revenue Act of 1918)	$	
14. Income tax withheld at the source in case of a foreign corporation not engaged in a trade or business within the United States, and not having any office or place of business therein		
15. Balance of tax (Item 12 minus Items 13 and 14)		$

AMENDED RETURNS.

An amended return must be plainly marked "Amended" across the face of the return.

CHECKS AND DRAFTS.

Checks and drafts will be accepted only if payable at par at your Collector's office.

SCHEDULE E.—CAPITAL, SURPLUS, AND UNDIVIDED PROFITS AS SHOWN BY BOOKS BEFORE ANY ADJUSTMENTS ARE MADE THEREIN.

E4. Stock actually outstanding at the end of the preceding taxable period should be entered in this schedule to the extent that it is paid up. If stock or shares were issued at a nominal value or without par value the entries should reflect the amounts on the books in respect thereof at the close of the preceding taxable period.

E5. This item should include paid-in surplus as shown by books at the end of the preceding taxable period. If any amount is claimed under Section 326(a) (2) of the Revenue Act of 1918 or under Article 837 of Regulations 45, the amount claimed should be entered under Item 1, Schedule F, and not in this schedule.

E7. Reserves which represent allocations of surplus and were not accumulated through deductions made in computing net income as returned in previous years may, if properly explained, be entered as Item 7. Such entries should be identified and if necessary reconciled with balance-sheet reserves.

E10. If the corporation had on hand at any time during the taxable period any treasury stock, copies of the journal entries covering the original issuance, repossession and any subsequent adjustments should be furnished. Treasury stock includes all stock reacquired by the corporation and not canceled, regardless of the reason for the acquisition.

Item.	Amount.
Capital stock paid up and actually outstanding at the close of the preceding year:	
1. First preferred	$
2. Second preferred	
3. Common	205100
4. TOTAL	$ 205100
Surplus and undivided profits:	
5. Paid-in surplus	6975
6. Earned surplus and undivided profits	34214.39
7. Reserves, additions to which are not deductible in computing net income (to be reconciled with balance-sheet items)	
8. Others items (to be detailed)	
9. TOTAL OF ITEMS 4, 5, 6, 7, AND 8	$ 246,289.39
10. Deduction on account of treasury stock	
11. Capital and surplus at beginning of taxable period as shown by books	$ 246,289.39

SCHEDULE F.—ADJUSTMENTS BY WAY OF ADDITIONS.

F1. If an addition to invested capital is claimed in Item 1, Schedule F, submit a statement showing (*a*) the kind of property, (*b*) the year in which it was paid in, (*c*) from whom acquired, explaining his relationship to the corporation, (*d*) the actual cash value of such property at the date when paid in, (*e*) the par value of stock or shares issued therefor and the amount at which such property was entered in the accounts, (*f*) the basis upon which the actual cash value of the property was determined and the date when such determination was made, and (*g*) the amount of depreciation sustained on such property from the date of acquisition to the beginning of the taxable period.

F2. If an addition to invested capital is claimed in Item 2, Schedule F, submit a statement showing (*a*) the kind of property, (*b*) the year in which it was acquired, (*c*) its cost, (*d*) the amount of depreciation sustained on such property from the date of acquisition to the beginning of the taxable period. State also whether each item sought to be restored was actually used or usable at the beginning of the taxable period. Were these expenditures, when made, written off in lieu of depreciation? ---------- If so, explain what adjustments have been made to provide for depreciation in view of the proposed restoration to surplus. Additions in this item are cumulative to the beginning of the taxable period. For all additions hereunder provision must be made for depreciation to the beginning of the taxable period.

F3. If any addition to invested capital is claimed in Item 3, Schedule F, state specifically the amount of depreciation written off each year in the books of the company and the amount allowed as a deduction in computing net income. Additions to this item are cumulative to the beginning of the taxable period.

Item.	Amount.
1. Actual cash value of tangible property clearly and substantially in excess of par value of stock issued therefor or of the cash or other consideration paid therefor (Articles 836 and 837)	$
2. Additions to surplus (Articles 840 to 843)	
3. Depreciation or depletion charged in the accounts of the corporation but disallowed by the Department as a deduction on income tax returns	
4. TOTAL	$

None

SCHEDULE G.—ADJUSTMENTS BY WAY OF DEDUCTIONS.

G1. Is any patent, copyright, secret process, or formula, good will, trade-mark, trade brand, franchise, or other similar intangible property, paid in for stock, carried as an asset by the corporation? no If not entered specifically as such, is the intangible value merged under any other title or titles on the books or balance sheets submitted with this return? no Is it entered on the books at a value in excess of its actual cash value when paid in? no In excess of the par value of the stock issued therefor? no Is the aggregate of such assets acquired prior to March 3, 1917, entered on the books at a value in excess of 25 per cent of the par value of the stock outstanding on March 3, 1917? no Is the aggregate of such assets entered on the books at a value in excess of 25 per cent of the par value of the stock outstanding at the beginning of the taxable period? no

If the answer to any of the foregoing questions is "yes," submit a statement showing separately with respect to such assets acquired (1) before March 3, 1917, and (2) on or after that date, (*a*) date of acquisition; (*b*) cash value at that date, with a complete explanation of the basis upon which such cash value was determined; (*c*) par value of the stock issued therefor; (*d*) par value of total stock outstanding March 3, 1917; (*e*) par value of total stock outstanding at the beginning of the taxable period; (*f*) the value at which such assets are entered on the books of the corporation.

If all the intangibles were acquired before March 3, 1917, the amount by which (*f*) exceeds (*b*), (*c*), 25 per cent of (*d*), or 25 per cent of (*e*), whichever is lowest, must be entered as Item 1, Schedule G, for the taxable period.

If the intangibles were acquired on or after March 3, 1917, the amount by which the entry in (*f*) relating to such intangibles exceeds (*b*) or (*c*) relating thereto, or 25 per cent of (*e*), whichever is lowest, must be included in Item 1, Schedule G, for the taxable period: *Provided*, That if intangibles were acquired before March 3, 1917, and also on or after that date, deduction shall be made so that the amount included in invested capital for the aggregate of intangibles shall not exceed 25 per cent of the par value of the total stock outstanding at the beginning of the taxable period.

NOTE.—If the stock of the corporation was issued at a nominal value or without par value, for the purpose of the computation under Item 1, the par value shall be deemed to be the fair market value as of the date or dates of issue. The aggregate value so determined of stock outstanding on March 3, 1917, or at the beginning of the taxable period, shall be the basis for the computation.

G2. Is any tangible property, paid in for stock, carried as an asset by the corporation? ---------- If so, is it entered on the books at a value in excess of its actual cash value when received? ---------- In excess of the par value of the stock paid therefor? ----------

If the answer to either of the last two questions is "yes," submit a statement showing (*a*) kind of property, (*b*) when acquired, (*c*) par value of the stock paid therefor, (*d*) actual cash value of the property when paid in, (*e*) the basis on which that value was determined, (*f*) value at which the property is entered on the corporation's books, and (*g*) amount by which such value exceeds the allowable value under Section 326(a) (2) of the Revenue Act of 1918. Enter this amount as Item 2, Schedule G, for the taxable period.

G3. Was the business reincorporated, reorganized, or consolidated or was its ownership changed or was there a change in ownership of property after March 3, 1917? no If so, answer the following questions:

(*a*) Did an interest of 50 per cent or more in the business or in the property which changed ownership remain in the control of the same persons, corporations, associations, or partnerships, or of any of them? ----------

(*b*) Were any of the assets entered on the books of the corporation making this return at a higher value than on the books of its predecessor? ----------

(*c*) If such previous owner was not a corporation, attach a statement showing (1) the cost of acquisition to the previous owner of any asset so transferred or received, (2) expenditures subsequent to that date for betterment or development not deducted as expense or otherwise since March 1, 1913, by such previous owner, (3) the allowance for depreciation, depletion, or impairment since the date of acquisition by such previous owner.

(*d*) If all or substantially all of the property was acquired from a corporation during the taxable period, attach hereto balance sheets of such predecessor corporations as at the beginning of the taxable period and as at the date immediately prior to the transfer of the property to the corporation making the return, and also a balance sheet or statement of the corporation making this return showing the values at which such property received or transferred were entered on the books.

For the purpose of determining invested capital each asset so transferred shall not be allowed a greater value than would have been allowed to the previous owner, if a corporation; or, if not a corporation, at its cost to such previous owner, with proper adjustments for losses and improvements.

G4. Is any property (including physical property, securities, and intangible property) paid for with cash or with other tangible property entered on the books of the corporation at a value in excess of the amount of cash paid therefor or the actual cash value of the tangible property paid therefor? ---------- If so, submit a statement showing (*a*) kind of property, (*b*) amount of cash paid therefor, (*c*) actual cash value of other tangible property paid therefor, (*d*) how that value was determined, (*e*) value at which the property is entered on the books of the corporation, and (*f*) excess of (*e*) over (*b*) or (*c*). This excess must be entered as Item 4, Schedule G, for the taxable period.

G5. Has adequate provision been made in the accounts of the company for (*a*) losses of every kind? ----------, (*b*) depreciation? ----------, (*c*) obsolescence? ----------, (*d*) depletion of mineral deposits, timber supplies, and the like? ----------

If adequate charge has not been made for depreciation, depletion, obsolescence, and other losses, and the value of the property has not been maintained by replacements that have been charged to expense, proper additional charges therefor must be computed for all years in which they were not made on the books, and the total amount of such charges must be entered as Item 5, Schedule G.

G6. Did the corporation ever receive a stock dividend on stock owned in another corporation? ---------- If the answer is "yes," state in detail for each stock dividend received, (*a*) date received, (*b*) from whom received, (*c*) number of shares received, (*d*) par value of shares received, (*e*) value at which entered on its books of account, (*f*) whether or not surplus was increased by this value. If answer is "yes," enter the amount by which surplus was increased as Item 6, Schedule G. If answer is "no," state the account in which it was included, (*g*) date of sale of any of the shares of stock received as a stock dividend, (*h*) number of shares sold, (*i*) amount received therefor.

NOTE.—If answers to the foregoing questions indicate that stock dividends received at any time have been treated as an increase of surplus, and such increase is reflected in the computation of invested capital in returns for any or all of the taxable periods 1917, 1918, and 1919, amended returns should be filed for such taxable period or periods in which this error occurred.

Item.	Amount.
1. Valuation of patents, copyrights, secret processes, or formulæ, good will, trade-marks, trade brands, franchises, or other intangible property	$
2. Valuation of tangible property paid in for stock	
3. Valuation of assets acquired in reorganizations	
4. Appreciation	
5. Depreciation, depletion, and other losses	
6. Stock dividend on stock held in another corporation	
7. TOTAL DEDUCTION	$

None

SCHEDULE H.—CHANGES IN INVESTED CAPITAL DURING TAXABLE PERIOD.

1. Changes in invested capital during the taxable period ordinarily arise in one or more of the following ways:

Additions—

(*a*) By sale of capital stock for cash or by the issue of capital stock for tangible or other assets.

(*b*) By payment of assessments by stockholders or by creation of paid-in surplus by contribution of stockholders.

Deductions—

(*c*) By liquidation of part of the capital by retirement of stock or by purchase of treasury stock not out of current earnings.

(*d*) By payment of cash dividends out of earnings of prior years.

(*e*) By payment of Federal income and profits taxes for previous years.

The changes with respect to taxes will occur in nearly every case. Should no changes be noted, the reason for the omission should be stated.

2. The following instructions should be followed in making the above adjustments; each item should be designated as an addition or deduction, deduction being designated by red ink:

(*a*) If stock is issued for cash, the actual cash received (but not the amount of discount) should be entered in this schedule. Assets (other than cash) paid in for stock must be valued in accordance with Section 326(a) (2) of the Revenue Act of 1918.

(*c*) If capital stock of the corporation is reacquired but not paid for out of current profits, the cost of such stock should be deducted from invested capital.

(*d*) Report dividends paid out of profits of prior years but not dividends paid out of profits of the taxable period. Any distribution made during the first 60 days of the taxable period shall be deemed to have been made from earnings or profits accumulated during the preceding taxable period; but any distribution made during the remainder of the taxable period shall be deemed to have been made from the profits for that period to the extent that such profits are sufficient. (See Articles 857 and 1549, Regulations 45.)

(*e*) The amount of Federal income and profits taxes payable should be prorated and deducted as of the dates when due and payable whether reserves have been set up on the books or not. (See Article 845.)

The average adjusted deduction to be entered in column 7 equals total income and profits tax multiplied by 0.4214.

3. The data called for in columns 1 to 5 should be given for all transactions, except that columns 3 and 4 are applicable only to the issue or reacquisition of the corporation's stock.

4. In column 6 enter the number of days remaining in the taxable period (including the date of change).

5. The net changes not reported in Schedule L, if not in accordance with the increases or decreases reflected in the balance sheets, should be fully reconciled therewith.

1. Nature of additions and deductions.	2. Date.	3. Number of shares sold or re-acquired.	4. If for cash, state price per share.	5. Amount of cash or cash value actually received or paid out.	6. Number of days effective.	7. Adjusted average. (Column 5 × Column 6 / No. days in taxable period.)
1			$	$		$
2						
3						
4						
5						
6						
7						
8						
9. NET INCREASE OR DECREASE						$

None

SCHEDULE J.—INADMISSIBLE ASSETS.

Has the corporation any inadmissible assets (i. e., stocks, bonds, and other obligations, except obligations of the United States, the income from which is not taxable)? ----------

If so, attach hereto a statement showing for the taxable period the facts called for in items (*a*) to (*j*) of this schedule.

If the income from such assets consists in part of gain or profit from the sale or other disposition thereof, or if all or part of the interest derived from such assets is in effect included in the net income because of the limitation on the deduction of interest under Section 234(a) (2) of the Revenue Act of 1918, then a corresponding part of the capital invested in such assets is deemed an admissible asset. In such case set forth in detail—

(*a*) the various kinds of income derived from such assets and the computation of the part of the capital invested therein which is deemed an admissible asset.

For the purpose of this schedule inadmissible assets shall be valued at cost of acquisition, except that if the corporation is a dealer in securities and inventories such assets in accordance with Article 1585, Regulations 45, such inventory figure shall constitute the measure of value. Admissible assets shall be valued as provided in Sections 326, 330, and 331 of the Revenue Act of 1918 and Articles 831–869, 931–934, and 941 of Regulations 45. The average amount of assets of each kind held during any year may ordinarily be determined by dividing by 2 the sum of the amount of such assets held at the beginning of the taxable period and the amount held at the end of the taxable period. In such case the amount of admissible assets may best be determined from (1) the balance sheet as at the beginning of the period *adjusted* with respect to the items in Schedules F and G and (2) the balance sheet as at the end of the period correspondingly adjusted. But if at any time during the taxable period a substantial change has taken place in the amount of such assets, the average amount must be determined as provided in Article 852 of Regulations 45. In such case show in detail—

(*b*) The computation of such amount;

(*c*) Amount of inadmissible assets held at beginning of the taxable period;

(*d*) Amount of inadmissible assets held at end of taxable period;

(*e*) Average amount of inadmissible assets held during taxable period;

(*f*) Amount of admissible assets held at beginning of taxable period;

(*g*) Amount of admissible assets held at the end of taxable period;

(*h*) Average amount of admissible assets held during taxable period;

(*i*) Sum of (*e*) plus (*h*);

(*j*) Percentage which (*e*) is of (*i*).

This percentage (*j*) should be applied to the amount appearing on line 7, Schedule B, in order to obtain the deduction on account of inadmissible assets, which should be entered on line 8, Schedule B.

QUESTIONS.

KIND OF BUSINESS.

1. By means of the key letters given below, identify the corporation's main income-producing activity with one of the general classes, and follow this by a special description of the business sufficient to give the information called for under each general class.

A.—Agriculture and related industries, including fishing, logging, ice harvesting, etc., including the leasing of such property. State the product or products. **B.**—Mining and quarrying, including gas and oil wells. Include the leasing of such property. State the product or products. **C.**—Manufacturing. State the product and also the material if not implied by the name of the product. **D.**—Construction—excavations, buildings, bridges, railroads, ships, etc., also equipping and installing same with systems, devices, or machinery, without their manufacture. State nature of structures built, materials used, or kind of installations. **E1.**—Transportation—rail, water, local, etc. State the kind and special product transported, if any. **E2.**—Public utilities—gas (natural, coal, or water); electric light or power (hydro or steam generated); heating (steam or hot water); telephone; waterworks or power. **E3.**—Storage—without trading or profit from sales—(elevators, warehouses, stockyards, etc.) State product stored. **E4.**—Leasing transportation or utilities. State kind of property. **F.**—Trading in goods bought and not produced by the trading concern. State manner of trade, whether wholesale, retail, or commission, and product handled. Sales with storage with profit primarily from sales. **G.**—Service—domestic, including hotels, restaurants, etc.; amusements; other professional, personal, or technical service. State the service. **H.**—Finance, including banking, real estate, insurance. **I.**—Concerns not falling in above classes (*a*) because of combining several of them with no predominant business, or (*b*) for other reasons.

2. Concerns whose business involves activity falling in two or more of the above general classes, where the *same product* is concerned, should report business as identified with but one of the above general classes; for example, concerns in A or B which also transport and market their own product exclusively or mainly, should still be identified with classes A or B; concerns in C (manufacturing) which own or control their source of material supply in A or B and which also transport, sell, or install their own product exclusively or mainly, should be identified with manufacturing; concerns in D may control or own source of supply of materials used exclusively or mainly in their constructive work; concerns in E1 or E2 may own or control the source of their material or power; concerns in F may transport or store their own merchandise, but its production would identify them with A, B, or C.

3. Answers:

(*a*) General class (use key letter designation) I

(*b*) Main income-producing business (give specifically the information called for under each key letter, also whether acting as principal, or as agent on commission; state if inactive or in liquidation) Stock holding corporation - Principal

OTHER CONCERNS IN SAME BUSINESS.

4. Enter on the following lines the names and addresses of five representative concerns in your locality or section of the country engaged in the same kind of business:

No knowledge

INCORPORATION.

5. Date of incorporation May 20 1916

6. Under the laws of what State or country Delaware

REORGANIZATION AND ACQUISITION OF MIXED AGGREGATES OF ASSETS.

7. Has the corporation, *or any of its predecessors*, been reorganized, or has it, *or any of its predecessors*, taken over a going business or acquired a mixed aggregate of tangible and intangible property, and paid for such property in whole or in part with stock or other securities since the close of the preceding taxable period? No

8. If so, furnish a brief narrative history of the business and submit a statement showing:

(*a*) The name of the concern taken over (or from which the property was acquired);

(*b*) The nature of the assets and liabilities so acquired;

(*c*) The total par value of the stock issued therefor;

(*d*) The value at which each class of assets was carried on the books of the concern from which acquired (submit a balance sheet of the predecessor concern as at the date of acquisition or as at the close of its last accounting period prior thereto);

(*e*) The value at which each item was carried on the books of the corporation making this return, and full details of any adjustments subsequently made pertaining thereto and the basis on which such revaluation was made.

9. If patents, copyrights, secret processes or formulæ, good will, trade-marks, trade brands, franchises, or other intangible property were acquired, state the basis on which their value was determined and how they were paid for.

10. If at the time of any purchase or reorganization as contemplated in question 7, any property was entered on the books of the reorganized concern or any vendee predecessor at a value in excess of that at which it was carried on the books of the vendor concern, state the basis on which the revaluation was made.

AFFILIATIONS WITH OTHER CORPORATIONS (TO BE ANSWERED BY EVERY CORPORATION).

11. Does the corporation own directly or control through closely affiliated interests or by a nominee or nominees over 50 per cent of the outstanding voting capital stock of another corporation or of other corporations? Yes

12. Is over 50 per cent of your outstanding voting capital stock owned by another corporation or by two or more corporations that are affiliated? No

13. Is over 50 per cent of your outstanding voting capital stock as well as over 50 per cent of the outstanding voting capital stock of another corporation or of other corporations owned or controlled by the same individual or partnership or by the same individuals or partnerships? Yes

14. If the answer to questions 11, 12, and 13, or to any of them, is "yes," answer the following:

(*a*) Did the corporation file Affiliated Corporations Questionnaire, Form 819, for 1917 or subsequent taxable years? Answer "Yes" or "No" ..... If the answer to this question is "yes," a questionnaire is not required, except under the circumstances described in question (*b*). If the answer to this question is "no," and the answer to questions 11, 12, and 13, or to any of them, is "yes," procure from the Collector of Internal Revenue for your district Form 819, which shall be filled out and filed as a part of this return. If the answer to this question is "no," question (*b*) need not be answered.

(*b*) Did substantially the same conditions, as are set out in the questionnaire filed for 1919 or prior years, obtain during the entire taxable period 1920? Answer "Yes" or "No" ..... If the answer to this question is "no," a statement, setting forth the particulars in which the situation has changed, should be attached to and made a part of this return. If there have been substantial changes in stockholdings, a complete schedule of such changes should be submitted in the form prescribed in Tables 3 and 6 of the questionnaire. If there are companies other than those covered by the questionnaire for 1919 or prior years which, applying the tests contained in questions 11, 12, or 13, may have come into the affiliated group since 1919, a questionnaire, Form 819, is required for the entire group for the taxable period.

VALUATION OF CAPITAL STOCK.

15. What was the fair value of the total capital stock of the corporation as determined in the last assessment, if any, of the capital stock tax? $246,289.59 Date of that assessment July 1/20 June 30/21

PREDECESSOR BUSINESS.

16. Did the corporation file a return under the same name for the preceding taxable period? Answer "Yes" or "No" Yes If not, was the corporation in any way an outgrowth, result, continuation, or reorganization of a business or businesses in existence during this or the preceding taxable period? Answer "Yes" or "No" ..... If answer is "yes," give name and address of each predecessor business.

BASIS OF RETURN.

17. Is this return made on the basis of actual receipts and disbursements? Yes

If not, describe fully what other basis or method was used in computing net income .....

GOVERNMENT CONTRACTS.

18. Have any adjustments been made during the taxable period on account of contract or contracts with the Government or its agencies or in any Government contract or contracts from which the corporation derived income directly or indirectly, through the operations of a claim board or otherwise? Answer "Yes" or "No" No If so, state the amounts involved $.....; whether or not such amounts are included in this return .....; and, if not, was an amended return, accounting for the additional income, filed for the taxable period in which the contract was terminated? ..... Submit a schedule showing full particulars of the contract, date entered into, date the work ceased under said contract or contracts, and the amount and nature of the adjustment.

AMORTIZATION.

19. Has amortization been claimed? Answer "Yes" or "No" No If so, state for what year ..... Amount $.....

PREPARATION OF RETURNS.

20. Did the corporation employ anyone especially to prepare or advise in the preparation of this return? Answer "Yes" or "No" No If so, give name and address and state to what extent such assistance or advice was received .....

LIST OF ATTACHED SCHEDULES.

Enter below a list of all schedules accompanying this return, giving for each a brief title and the schedule number.

Schedule K Balance Sheet
" A-5 Taxable interest other sources
" A-12 Advertising & Rec. expenses
" A-13 Compensation of officers
" A-15 -
A-16 Taxes

SCHEDULE K.—BALANCE SHEETS.

Attach hereto balance sheets as of the beginning and end of the taxable period (preferably in parallel columns), showing as nearly as practicable the details called for below. (These balance sheets should be prepared from the books and should be in agreement therewith, or any differences should be reconciled, and if this is a consolidated return, balance sheets should be furnished in accordance with paragraph 8 of page 1 of Instructions.)

ASSETS.

Cash (including cash in bank and on hand, certificates of deposit, etc.).
Trade accounts (before deducting reserves for losses).
Notes receivable from customers.
Other accounts and notes receivable (to be classified).
Inventories:
- Raw materials.
- Work in progress.
- Finished products.
- Supplies.

Investments:
- Bonds—
  - U. S. bonds and obligations (each issue to be stated separately).
  - Exempt (municipal, State, etc.).
  - Other.

ASSETS—Continued.

Investments—continued.
- Stock of corporations—
  - Foreign.
  - Domestic.

Loans and advances:
- To officers and employees.
- To others.

Deferred charges to future operations (to be detailed).
Fixed assets:
- Land.
- Buildings.
- Machinery.
- Tools and minor equipment.
- Delivery equipment.
- Office furniture.
- Other (state character).

TOTAL.

ASSETS—Continued.

Fixed assets—continued.
- Less reserves for depreciation (show separately amount applicable to each fixed asset).*

NET VALUE.

Patents, good will, and other intangible assets:
- Paid for in cash or other tangible property.
- Paid for in stock (other than stock dividends).
- Created by stock dividend or otherwise.

Discount:
- On bonds.
- On stock.

TOTAL.

LIABILITIES.

Notes payable:
- To officers and stockholders.
- To others (including bank loans).

Accounts payable:
- Trade.
- Other.

Accrued expenses and reserves, the charges creating which are allowable deductions from income (to be detailed).
Reserves, the charges creating which are not allowable deductions from income:
- Reserves for losses on notes and accounts receivable.
- Other reserves (to be detailed).

Capital stock outstanding (to be classified).
Surplus and undivided profits.

TOTAL.

*Reserves for depreciation may be deducted from the respective asset accounts or itemized on the liability side of the balance sheet.

All corporations engaged in an interstate and intrastate trade or business and reporting to the Interstate Commerce Commission and to any national, State, municipal, or other public officer, may submit in lieu of above Form copies of their balance sheets prescribed by said Commission or State and municipal authorities, as at the beginning and end of the taxable period.

SCHEDULE L.—RECONCILIATION OF NET INCOME AND ANALYSIS OF CHANGES IN SURPLUS.

1. Net income from Schedule A, Item 27 ..... $
2. Nontaxable income:
   (a) Interest on obligations of the United States and its possessions wholly exempt .....
   (b) Interest on obligations of States, Territories, and political subdivisions thereof .....
   (c) Interest on Farm Loan Bonds issued under Federal Farm Loan Act .....
   (d) Dividends on stock of domestic corporations and from foreign corporations taxable by the United States on their net incomes .....
   (e) Dividends on stock of personal service corporations out of earnings upon which a Federal income tax has been imposed .....
   (f) Profits which are derived from the sale of vessels and which are exempt under Section 23 of the Merchant Marine Act of 1920 .....
   (g) Other items of nontaxable income (to be detailed):
   (1) .....
   (2) .....
   (3) .....
3. Charges against reserves for bad debts, contingencies, etc. (to be detailed):
   (a) .....
   (b) .....
   (c) .....
4. Total of Items 1 to 3, inclusive ..... $
5. Total from Item 13 .....
6. Net profit for year as shown by books, before any adjustments are made therein (Item 4 minus Item 5) ..... $
7. Surplus and undivided profits as shown by balance sheet at close of preceding taxable period .....
8. Other credits to surplus (to be detailed):
   (a) .....
   (b) .....
   (c) .....
9. Total of Items 6 to 8, inclusive ..... $
10. Total from Item 16 .....
11. Surplus and undivided profits as shown by balance sheet at close of taxable period (Item 9 minus Item 10) ..... $

None

12. Unallowable deductions:
   (a) Donations, gratuities, and contributions ..... $
   (b) Income and profits taxes paid to the United States, its possessions, or foreign countries .....
   (c) Special improvement taxes tending to increase the value of the property assessed .....
   (d) State, county, and municipal taxes paid by banks, and other corporations based on the value of their capital stock .....
   (e) Furniture and fixtures, additions, or betterments treated as expenses on the books .....
   (f) Replacement and renewals .....
   (g) Insurance premiums paid on the life of any officer or employee for the benefit of the corporation or business .....
   (h) Interest on indebtedness incurred or continued to purchase or carry securities (other than obligations of the United States issued after September 24, 1917), the interest upon which is wholly exempt from taxation .....
   (i) Additions to sinking fund reserve, and reserves for bad debts and other contingencies (to be detailed):
   (1) .....
   (2) .....
   (3) .....
   (j) Other unallowable deductions (to be detailed):
   (1) .....
   (2) .....
   (3) .....
13. Total of Item 12 ..... $
14. Dividends paid during the taxable period (state whether paid in cash, stock of this company, or other property):
   (a) Date paid ..... Character ..... $
   (b) Date paid ..... Character .....
   (c) Date paid ..... Character .....
   (d) Date paid ..... Character .....
15. Other debits to surplus (to be detailed):
   (a) .....
   (b) .....
   (c) .....
16. Total of Items 14 and 15 ..... $

SCHEDULES SUPPORTING SCHEDULE A.

The following schedules must be furnished, and those prepared on separate sheets should be firmly attached to this return. Enter name and address of corporation on each sheet.

SCHEDULE A2: COST OF GOODS SOLD, EXCLUSIVE OF EXPENSES, REPAIRS, AND OTHER ITEMS CALLED FOR SEPARATELY.

If engaged in a trade or business in which the production, purchase, or sale of merchandise of any kind is an income-producing factor, (a) secure from the Collector of Internal Revenue and file as a part of this return, **Certificate of Inventory, Form 1126,** and (b) fill in the following schedule, entering on lines 3 and 5, immediately before the amount column, the letters "C," or "C or M," to indicate that inventories are valued at either cost, or cost or market, whichever is lower.

(1) Merchandise bought for sale ..... $
(2) Cost of manufacturing or otherwise producing goods. (Submit schedule showing principal items of cost, the minor items being grouped in one amount) .....
(3) Plus inventory at beginning of year .....
(4) Total ..... $
(5) Less inventory at end of year .....
(6) Cost of goods sold ..... $

SCHEDULE A3: GROSS INCOME FROM OPERATIONS OTHER THAN TRADING OR MANUFACTURING.

Submit a schedule showing the nature and amount of the principal items included herein, the minor items being grouped in one amount. (For insurance companies see page 2 of Instructions, paragraphs 2 and 3.)

SCHEDULE A4: TAXABLE INTEREST ON OBLIGATIONS OF THE UNITED STATES AND WAR FINANCE CORPORATION BONDS.

If interest was derived during the taxable period from Liberty Bonds or other obligations of the United States issued since September 1, 1917 (except Victory Liberty Loan 3¾% Notes), or War Finance Corporation Bonds, secure from the Collector and file as a part of this return Schedule of Taxable Interest on Liberty Bonds, Form 1125.

State the amount of Victory Liberty Loan 3¾% and 4¾% Notes originally subscribed for and still owned at the date of filing this return, $.....

State the amount of Fourth Liberty Loan 4¼% Bonds originally subscribed for and still owned at the date of filing this return, $.....

If this is a consolidated return, file Form 1125, and answer the above questions for each of the corporations composing the affiliated group which owned during the taxable period taxable obligations of the United States and War Finance Corporation Bonds, as each affiliated corporation is entitled to the exemptions.

SCHEDULE A5: TAXABLE INTEREST FROM ALL OTHER SOURCES.

Submit a schedule showing the source, nature, and amount of the principal items included herein, the minor items being grouped in one amount.

(1) Have you included in this item any interest on preferred stock? ..... If so, how much? $.....

(2) Have you included in this item any Federal income tax paid at source in pursuance of tax-free covenant bonds? ..... If so, how much? $.....

For interest on foreign bonds submit a schedule showing (a) name of country, (b) kind of obligations (whether national, State, municipal, or corporate), (c) amount of principal, and (d) amount of interest.

SCHEDULE A9: DIVIDENDS ON STOCK OF FOREIGN CORPORATIONS.

Submit a schedule showing (1) with respect to each foreign corporation taxable by the United States on its net income. (a) name of corporation, (b) country in which organized, (c) total par value of stock owned, and (d) amount of dividends; (2) same information with respect to each foreign corporation not taxable by the United States on its net income.

SCHEDULE A10: GROSS INCOME FROM ALL OTHER SOURCES (not including any amount with respect to sale of capital assets or miscellaneous investments).

Submit a schedule showing the source, nature, and amount of the principal items included herein, the minor items being grouped in one amount. The total of the schedule should be entered as Item 10, Schedule A.

SCHEDULE A12: ORDINARY AND NECESSARY EXPENSES (except amounts called for separately in Schedule A).

Submit a statement showing character and amount of the principal items included herein, the minor items being grouped in one amount. (For schedules to be submitted by insurance companies see page 2 of Instructions, paragraphs 4 to 7.)

SCHEDULE A13: COMPENSATION OF OFFICERS.

Submit a schedule showing for each officer (1) name, (2) duties, (3) time devoted to such duties, (4) shares of stock owned or controlled: (a) preferred, (b) common; (5) total compensation for the taxable period, and (6) amount of, and reason for increase, if any, over preceding period.

Submit a schedule showing for each employee (if a stockholder of the corporation), whose compensation is at the rate of $3,000 or more per annum, facts similar to those called for in respect to officers.

SCHEDULE A14: REPAIRS (including labor, supplies, overhead, and other items properly chargeable to repairs).

Submit a schedule showing the nature and amount of the principal items included herein, the minor items being grouped in one amount. (For classification of repairs see page 2 of Instructions, paragraph 8.)

SCHEDULE A16: TAXES.

Submit a schedule showing separately for each class of taxes deducted, (a) character, and (b) amount.

Federal income and profits taxes, taxes which are a credit under Section 238, taxes assessed against local benefits of a kind tending to increase the value of the property assessed, and State, county, and municipal taxes paid by banks and other corporations based on the value of their capital stock are not allowable deductions in computing taxable income of such corporations. (See Article 566, Regulations 45, and Section 234(a)(3) of the Revenue Act of 1918.

SCHEDULE A17: DEBTS ASCERTAINED TO BE WORTHLESS AND CHARGED OFF WITHIN TAXABLE PERIOD.

Submit a schedule showing the amount (a) arising from sales, or services previously reported as income; (b) arising from other sources (interest, rent, royalties, etc.) previously reported as income; (c) arising from sources other than those specified above (to be itemized). (See Article 151, Regulations 45.)

SCHEDULE A18: EXHAUSTION, WEAR AND TEAR (including obsolescence).

If a deduction is made on account of depreciation, the following schedule must be filled in, and the total amount claimed therein should correspond with the figures reflected in the balance sheet. Land values must not be included in this schedule. (See page 2 of Instructions, paragraph 10, and Articles 161 to 171, Regulations 45.)

Kind of property. (If buildings, state the material of which constructed.)	Date acquired.	Age when acquired.	Cost, or if acquired prior to Mar. 1, 1913, the fair market value on that date.	Probable life after acquirement.	Amount of depreciation charged off.	
					This year.	Previous years.
			$		$	$
Total			$		$	$

NOTE.—If obsolescence is a factor in determining your deduction attach a statement showing the amount claimed for the taxable period and the basis on which computed.

SCHEDULE A19: DEPLETION.

If a deduction is claimed on account of depletion, secure from the collector Form D (minerals), Form E (coal), Form F (miscellaneous nonmetals), Form O (oil and gas), or Form T (timber), fill in and file with return. If complete valuation data has been filed with questionnaire in previous years, then file with this return information necessary to bring your depletion schedule up to date, setting forth in full statement of all transactions bearing on deductions or additions to value of physical assets with explanation of how depletion deduction for taxable period has been determined. In case of timber this should be done by filling in Form T (timber).

SCHEDULE A22: PROFIT OR LOSS ON SALES OF CAPITAL ASSETS AND MISCELLANEOUS INVESTMENTS (including liquidating dividends).

In case of disposal of property, resulting in a profit or loss, the following schedule must be filled in, using a separate line for each asset.

1. Kind of property.	2. Date acquired.	3. Age when acquired.	4. Cost, or if acquired prior to Mar. 1, 1913, the fair market value on that date.	5. Cost of subsequent improvements, if any.	6. Depreciation.	7. Sale price or liquidating dividends.
			$	$	$	$
Total			$	$	$	$

Net profit or loss (total of columns 6 and 7 minus total of columns 4 and 5), $.....

State what amount, if any, included in column 4, represents good will ... $.....

If any of the assets were acquired prior to March 1, 1913, state how the fair market value on that date was determined .....

In case of exchange of property, submit evidence substantiating the basis used in arriving at the market value of property received .....

SCHEDULE A23: LOSSES SUSTAINED DURING THE TAXABLE PERIOD AND NOT COMPENSATED FOR BY INSURANCE OR OTHERWISE.

A schedule similar to the one requested above should be submitted with respect to losses of property arising from fires, storms, shipwreck, or other casualty, or from theft, and not compensated for by insurance or otherwise, except that column 7 should show "Insurance and salvage" instead of "Sale price or liquidating dividends."

SCHEDULE A26: AMORTIZATION OF WAR FACILITIES.

The amount claimed as a deduction under this item should be substantiated by schedule prepared in accordance with Section 214(a) 9, Revenue Act of 1918, Articles 181 to 188, inclusive, of Regulations 45.

DISCOUNT AND PREMIUM ON BONDS SOLD.

There must be attached to the return a schedule showing in detail each issue and sale of bonds of the reporting corporation giving the following information: (a) Class; (b) date of sale; (c) maturity; (d) amount sold; (e) amount realized; (f) premium or discount per annum.

That proportion of the premium or discount applicable to the return period must be reported either as Item 10 or 15, Schedule A, page 1, unless the amount of premiums or discount has been reported as income or allowed as a deduction in prior years. (See Article 544, Regulations 45.)

We, the undersigned, president and treasurer of the corporation for which this return is made, being severally duly sworn, each for himself deposes and says that this return, including the accompanying schedules and statements, has been examined by him and is, to the best of his knowledge and belief, a true and complete return made in good faith, for the taxable period as stated, pursuant to the Revenue Act of 1918 and the Regulations issued under authority thereof.

Sworn to and subscribed before me this ..... day of ....., 1921.

.....
President.

Seal of officer making affidavit.

.....

.....
Treasurer.

.....
(Official capacity.)

2—10475

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Griffith	107570		Workford Corp	60875
" (Land)	303242		Paid in Surplus	6975 -
" (War Picture)	308571.15		Treasury Stock	120575 -
Autocrat Investment	2546465	Less	Deficit:	1281587.75
Artcraft Pictures	28335		1920 - 291898.96	
DW Griffith Inc.	543411		1921 - 1976391	4839287
Cruben M&S Corp.	1390. -			
~~AW~~ David W Griffith Corp.	30 -			
J Epping	3000 -			
	1976538			7976538

1920 - 1921
2578

Dec 31/21

SCHEDULE A-16

Receiver of Taxes Mamaroneck - - State, County and Town taxes -$1675.54

Do. Do. 254.47

Franchise tax - 75.00

Delaware Corporation tax - 2.00

$2007.01

SCHEDULE A-15

Interest on Mortgages -$8025.

SEHEDULE A-13

1. Robert C. Richter - - -2. Assistant Treasurer - - - 3. Partial
4. None - - - - 5. $195. - - - - - - 6. None.

SCHEDULE A-5

Interest on Deposits - - - - - - - - - - - - - -	-$30.00	
Premiums and interest - - - - - - - - - - - - - -	-822.50	$852.50

SCHEDULE A-12

Legal expenses - - - - - - - - - - - - - - - -	-$1650.00	
Rental of Right of Way - - - - - - - - - - - -	1800.00	
Real Estate expenses - - - - - - - - - - - -	357.50	
Petty Expenses - - - - - - - - - - - - - - - -	28.34	$3835.84

Balance Sheet

D. W. G. CORPORATION - - December 31st 1920. (end taxable period)

SCHEDULE "K"

Assets		Liabilities		
Accts. Receivable - - -	$60250.	Capital Stock- - - - - - -		-$205100.
Investments - - - - - -	$12025.	Paid in surplus- - - - - -		6975.
Griffith (personal) - -	10275.70	Wark Producing Corp - - - -		608.25
Griffith (ranch)- - - -	3032.42	Albert H. T. Banzhaf - - -		- 1740.
Griffith (war picture)-	30851.15			
Notes Receivable - - -	112850.			$214423.25
A.H.T. Banzhaf - - - -	28333.65	Less Loss 1920	-$63343.35	
Artcraft pro. pictures	283.35	Earned Surplus	34214.39	
Griffith Studio - - - -	26560.	Less deficit - - - -		29128.96
Cruban Machine & Steel	1390.			
D.W.Griffith Corp - - -	30.			
Cash - - - - - - - - - -	13.03			
	$185294.29			$185294.29

Balance Sheet

D. W. G. CORPORATION - - -January 1st 1920 (Beginning taxable period)

SCHEDULE "K"

Accts. Receivable - - - - -		$60250.00	Capital stock	$205100.00
Investments:			Paid in surplus	6975.
762 shares Wark Pro Co.			A.H.T.Banzhaf	1740.
97 " D.W.Griffith Corp	9700.		Surplus:	
60 " Epoch Pro. Corp.	1800.		Earned 1916,1917	
105 " F-4 Corp.	525.	12025.00	1918 $7214.82	
Griffith accts. Rec:			" 1919	
" Personal		10275.70	(as above) 26999.57	
" Ranch		3032.42		34214.39
" War Picture		30851.75		
Ctfs. Ind.		15750.00		
Autoscope Patent invest.		28333.65		
Artcraft Prog. Pictures		283.35		
Real Estate		50000.00		
Griffith Studio		1100.00		
D.W.Griffith Corp.		30.		
Cash		36108.12		
		$ 248029.39		$248029.39

Schedule 9-5

Interest on deposits	30-
Premiums & int.	852.50
	852.50

Schedule 9-12

Legal Expenses	1650-
Rental of Right of Way	1800-
Real Estate Expenses	357.50
Petty expenses	28.34
	~~2185.84~~
	3835.84

Schedule 9-13

(1) R. C. Richter (2) Assist. Treas

(3) " (4) None

(5) 195- (6) "

Schedule 9-15

Interest on mtges 2055-

Schedule 9-16

Receiver of Taxes
Manoranack
State County & town taxes 1625.34
Do. 54.67
Franchise Tax 75-
Del Corp tax 2-
2007.01

Schedule K

Assets		Liabilities	
Accts Rec	6050.—	Cap Stk	205100—
Investments	1205.—	Land in Angeles	6975—
Griffith (Personal)	10275.70	Work Prod Co	608.25
" (Hamel)	3032.42	Bonnyfoy	1750—
" (Warthen)	3085.15		21.4423.75
Notes Rec.	1200.—		
F.B. (Autographs)	28333.65		
	283.35		
Artists			
Studios	2620.—		
	1390—		
Cameras			
due Griffith Corp	30—		
Cash	13.02		
	185294.29		185294.29

Deficit

Not used
See letter

THIS AGREEMENT dated January 1, 1921 for the Amendment of the Charter of D. W. Griffith, Incorporated, between D. W. GRIFFITH, INCORPORATED, a corporation duly organized and existing under the laws of the State of Maryland, (hereinafter called the Corporation), party of the first part, COUNSELMAN & CO., and LEE BENOIST & CO., INC. (hereinafter called the Bankers), acting on behalf of themselves and all other present or future holders of Class A stock of the Corporation who shall elect to take advantage of the provisions of this Agreement as hereinafter provided (hereinafter called the Consenting Class A Stockholders), parties of the second part, and DAVID WARK GRIFFITH, the holder of all the authorized Class B stock of the Corporation (hereinafter called Mr. Griffith), party of the third part, WITNESSETH: That

In order to induce the Bankers to continue to purchase Class A stock of the Corporation, and in consideration of the simultaneous execution by the Bankers of a certain

ION
M LIBRAR

agreement to use their best efforts to put themselves in position to purchase as much as possible of said Class A stock and of the respective benefits to be derived by the Corporation and Mr. Griffith from the amendment hereinafter set forth, the Corporation and Mr. Griffith covenant and agree with the Bankers, for the benefit of themselves and the Consenting Class A Stockholders, as follows:

I. Mr. Griffith covenants and agrees with the Bankers, for the benefit of all the Consenting Class A Stockholders, as follows:

1. Mr. Griffith will vote, or cause to be voted, the 375,000 shares of Class B stock of the Corporation owned by him in favor of, and will take all action within his power which may be necessary to effect, the amendment of the charter of the Corporation by striking out ~~the~~ paragraphs I, II, III, IV and V of Article E, and paragraph 7 of Article C, of its existing Certificate of Incorporation, and inserting in lieu thereof the following:

<u>In lieu of paragraphs I, II, III, IV and V of Article E:</u>

"I. Out of the surplus or net profits arising from the business of the Corporation the holders of Class A stock shall be entitled in each fiscal year of the Corporation to receive preference dividends at the rate of $1.50 per share per annum, payable quarterly, semi-annually or annually and on such dates as the Board of Directors may determine, before any dividends shall be paid or declared or set apart for payment upon the Class B stock, and such preference dividends shall be cumulative, from July 1, 1920 in the case of

on or February 26

stock issued before ~~January 1,~~ 1921, or from January 1 of the year of the issue thereof in the case of stock issued ~~on or~~ after said date, so that if in any fiscal year full preference dividends upon the outstanding Class A stock at the rate of $1.50 per share per annum shall not have been paid, the deficiency shall be paid or set aside for payment before any dividends shall be paid or declared or set apart for payment upon the Class B stock. In determining whether there be any such deficiency, or the amount thereof, no account shall be taken of nor any credit given for any participating dividends theretofore declared or paid or set aside for payment uponthe Class A stock.

"II. Out of any surplus or net profits arising from the business of the Corporation remaining after full cumulative preference dividends as aforesaid on the Class A stock shall have been paid or set aside for all past fiscal years, and after or concurrently with the making payment of or provision for full preference dividends on the Class A stock for the current fiscal year, the Corporation may on or before September 1 of each fiscal year, commencing September 1, 1921, set aside an amount equal to $1.00 for each share of Class A stock at the time outstanding, as a fund for the purchase of Class A stock; and said amount shall be so set aside in any fiscal year before any dividends shall be paid or declared or set aside for payment upon the Class B stock in such fiscal year; but this obligation shall not be cumulative. All sums so set aside shall be applied by the Corporation to the purchase of Class A stock at not exceeding $15.00 per share if and to the extent that such stock is tendered to it at not exceeding such price within four months after such setting aside; and to the extent that the sum so set aside is not within said period of four months exhausted by the purchase of stock tendered as aforesaid, the balance of such sum remaining at the expiration of said period shall no longer be required to be set aside but shall revert to the general treasury of the Corporation.

"III. Out of any surplus or net profits arising from the business of the Corporation remaining after full cumulative preference dividends as aforesaid on the Class A stock shall have been paid or set aside for all past fiscal years, and after or concurrently with the mak-

ing payment of or provision for full preference dividends on the Class A stock for the current fiscal year, and after the Corporation shall have set aside in such fiscal year the fund of $1.00 a share for the purchase of Class A stock provided for in the foregoing paragraph II, preference dividends may be paid or declared and set aside for payment in such fiscal year upon the Class B stock to the exclusion of the holders of Class A stock, up to but not exceeding dividends at the rate of $1.50 per share per annum; but such preference dividends shall not be cumulative.

"IV. Out of any surplus or net profits arising from the business of the Corporation remaining after full cumulative preference dividends as aforesaid on the Class A stock shall have been paid or set aside for all past fiscal years, and after or concurrently with the making payment of or provision for preference dividends upon both the Class A stock and the Class B stock of $1.50 per share for the current fiscal year, and after the Corporation shall have set aside in such fiscal year the fund of $1.00 a share for the purchase of Class A stock provided for in the foregoing paragraph II, and after making such provision, if any, as the Board of Directors of the Corporation may deem necessary for working capital, participating dividends may be paid or declared and set aside for payment in such fiscal year upon the Class A and Class B stock share and share alike, or, with the consent of the holders of all the stock of either class at the time outstanding, extra dividends may be paid or declared and set aside in such year upon the other class of stock exclusively but such dividends shall, nevertheless, be deemed to be participating, and not preference, dividends.

"V. In the event of any liquidation, dissolution or winding up of the Corporation, the holders of Class A stock shall be entitled to receive out of the assets of the Corporation (whether from capital or from earnings), if such liquidation, dissolution or winding up be involuntary an amount equal to $20.00 per share, or if such liquidation, dissolution or winding up be voluntary an amount equal to $25.00 per

share, for every share of their holdings of Class A stock, in either case together with an additional amount equal to $1.50 per share per annum, from July 1, 1920 in the case of stock issued before January 1, 1921, or from January 1 of the year of the issue thereof in the case of stock issued on or after said date, less the amount of all preference dividends theretofore paid thereon, before any distribution of the assets shall be made to the holders of Class B stock. If upon any such liquidation, dissolution or winding up the assets thus distributable among the holders of Class A stock shall be insufficient to permit the payment to the holders of Class A stock of the amounts aforesaid, then the entire assets of the Corporation to be distributed shall be distributed ratably among the holders of the Class A stock.

After amounts as aforesaid shall have been paid to, or set aside for, the holders of Class A stock, the holders of Class B stock shall be entitled to receive out of the remaining assets, if such liquidation, dissolution or winding up be involuntary an amount equal to $20.00 per share, or if such liquidation, dissolution or winding up be voluntary an amount equal to $25.00 per share, for every share of their holdings of Class B stock. If said remaining assets shall be insufficient to permit the payment to the holders of Class B stock of the amounts aforesaid, then the entire amount of said remaining assets shall be distributed ratably among the holders of the Class B stock.

Any assets remaining after the holders of both Class A stock and Class B stock shall have received the amounts aforesaid, shall be distributed ratably among the holders of the Class A and Class B stocks share and share alike, without any preference priority or distinction between said classes."

<u>In lieu of paragraph 7 of Article 6:</u>

"7. The Corporation may in any fiscal year purchase shares of its Class A stock in accordance with the provisions of paragraph II or paragraph VII of Article E of this Certificate of Incorporation, or out of any surplus or net profits arising from the business of the Corporation remaining after full cumulative preference dividends on the Class A stock shall have been paid or set aside as provided in paragraph I of said Article and after the Corporation shall have set aside the amount required by paragraph II of said Article to be set aside in such fiscal year in respect of the number of shares of Class A stock at the time outstanding, and in neither case shall the vote or consent of any of the stockholders be required. Stock purchased as provided in said paragraph II or paragraph VII shall not be resold or otherwise reissued; stock otherwise purchased or acquired out of surplus or net profits may be held or disposed of in the discretion of the Board of Directors."

2. Pending the completion of said amendment of the charter of the Corporation in the manner provided by the laws of the State of Maryland, (a) the Consenting Class A Stockholders shall at all times have the same rights and be entitled to the same privileges and advantages as if said charter had been theretofore duly amended as aforesaid; (b) Mr. Griffith will not receive or permit to be declared, paid or set aside for payment any dividends upon his Class B stock except at such times and to such amounts as would be proper if the charter of the Corporation had been so amended, and (c) in the event of any liquidation, dissolution or winding up of the Corporation, the Consenting Class A Stockholders shall be entitled to receive, out of the assets of the Corporation to be dis-

tributed, an amount equal to that which would have been payable to them if the charter of the Corporation had theretofore been amended as hereinbefore provided; and Mr. Griffith hereby authorizes such persons as shall have charge of the distribution of said assets to pay to such Consenting Class A Stockholders, out of the assets which would otherwise be payable to Mr. Griffith under the present charter, an amount equal to the difference between the amount payable to such Consenting Class A Stockholders under said present charter and the amount which would have been so payable to them if said amendment had theretofore been duly made.

3. This agreement shall bind Mr. Griffith, his heirs and representatives and all persons who shall at any time be the owners of any of the Class B stock of the Corporation, and there shall be forthwith stamped upon the certificate or certificates now or at any time representing said stock, or any thereof, a notation in substantially the following form:

> "The rights of the holder of this certificate to receive dividends and to participate in any distribution of the assets of the within named D. W. Griffith, Incorporated, have been modified and restricted by the provisions of an Agreement dated January 1, 1921, for the Amendment of the Charter of said Corporation, a copy of which agreement is on file with the Secretary of said Corporation; and the holder of this certificate is bound by all the terms of said agreement.
>
> D. W. GRIFFITH, INCORPORATED."

III. The Corporation, at the request and with the consent of the holders of all its authorized Class B stock, covenants and agrees with the Bankers, for the benefit of all the Consenting Class A Stockholders, as follows:

1. Its Board of Directors will, as soon as practicable, pass a resolution declaring that the foregoing amendments are advisable and calling a meeting of the stockholders to take action thereon, and the Corporation will cause said meeting of the stockholders to be duly warned in the manner provided in Section 15 of the Business Corporation Law of Maryland. If two-thirds of each class of shares outstanding and entitled to vote shall vote in favor of such amendments the Corporation will cause articles of amendment setting forth such amendments and stating that the same have been duly advised by the Board of Directors and adopted by the stockholders, to be signed and acknowledged in the name and on behalf of the Corporation by its President or a Vice-President, with the corporate seal attached, attested by the Secretary, and the matters and facts set forth in said articles of amendment to be verified under oath by the Chairman or the Secretary of the meeting of the stockholders at which such amendments were adopted; and the Corporation will cause such articles of amendment, together with a copy thereof, to be delivered to the State Tax Commission of Maryland, and will cause to be paid all recording or other

fees or charges thereupon payable under the laws of Maryland, and will cause its proper officers to do such other acts and things and to make and file such other affidavits, certificates and documents, and to pay such other fees and charges as may be necessary under the laws of Maryland to effectuate the foregoing amendment of the charter of the Corporation. The Corporation will also cause to be mailed or sent to holders of its Class A stock such notices, forms of proxies or consents, and will do such other acts and things and give such instructions to its officers, transfer agents and registrars, as the Bankers may reasonably request for the purpose of securing the proper consent to the aforesaid amendment from all holders of Class A stock.

2. Pending the said amendment of the charter of the Corporation in the manner provided by the laws of the State of Maryland, the Corporation will, so far as it lawfully can, afford to the Consenting Class A Stockholders, the same rights, privileges and advantages as if its charter had been so amended, and will pay or set aside for payment dividends upon its stock only as would be proper under its charter as so amended.

3. Whenever, from time to time, any certificate for Class B stock shall be issued the Corporation will cause to be stamped thereon the notation set forth in paragraph 3 of article III of this agreement.

4. The Corporation will cause to be stamped upon

all certificates for Class A stock hereafter sold by it, and upon all certificates for outstanding Class A stock which shall be presented for the purpose, and upon all certificates for Class A stock issued upon the transfer of stamped certificates, or, if permitted by the owners, upon the transfer of any other outstanding shares of Class A stock, a notation substantially as follows:

"Provision for Cumulative Dividends.

The holder hereof is entitled to the benefits of an Agreement dated January 1, 1921 (on file with the Transfer Agents), whereby all Class B stockholders consent that pending the amendment of the Charter of D. W. Griffith, Incorporated, to make the preference dividend of $1.50 per share per annum on the Class A stock cumulative, all consenting Class A stockholders shall have the same rights as if said amendment had been made.

D.W.GRIFFITH,INCORPORATED."

IV. All the holders of Class A stock of the Corporation who shall at any time hereafter elect to take advantage of the provisions of this agreement shall be deemed to be Consenting Class A Stockholders within the meaning thereof, except that no person shall be deemed to be a Consenting Class A Stockholder who, having failed theretofore either to deliver to the Corporation a consent in writing to the foregoing amendment to its charter or to attend in person or by proxy a meeting of stockholders called as hereinbefore provided and to vote thereat in favor of

said amendments, shall at the time he elects to take any benefit from the provisions of this agreement refuse, upon request, to file with the Corporation such consent in writing.

Nothing in this agreement contained is intended or shall be construed to enlarge, restrict or in any manner modify or affect the rights of such Class A stockholders as shall elect not to take advantage of this agreement.

V. This agreement shall continue in force until such time as the charter of the Corporation shall have been duly amended as aforesaid in the manner provided by the laws of the State of Maryland. The several covenants and agreements on the part of Mr. Griffith and the Corporation herein contained are severable, and if any thereof shall be held to be invalid or unenforceable, such holding shall not extend to or affect any other of said covenants or agreements.

IN WITNESS WHEREOF, this instrument has been executed and delivered by the parties thereto as of the first day of January, 1921.

D.W.GRIFFITH,INCORPORATED,

by

Attest: Vice-President,

Secretary.

COUNSELMAN & CO.,

LEE BENOIST & CO., INC.,

by

their duly authorized Agent.

L.S.

D.W.GRIFFITH INCORPORATED

SCHEDULE OF STOCKHOLDERS AS OF

JANUARY 1, 1921.

NAME	RESIDENCE	NO. SHARES.
Miss B.Clarke Rusk & Miss Blanche Briscoe, or either of them or the survivor	849 Park Ave.,Baltimore,Md.	4
Harry Hamill	1825 No.Charles St. Balt.Md.	40
Oscar R.Weber	Johnson Ave.,Hyatteville, Md.	20
Paul G.Hentschel	607 N. Luzerne Ave.,Balt. Md.	10
~~Reinhold Hilbert~~	~~805 No.Jay St.,Balt.,Md.~~	~~7~~
Karl Waterman	Rockville, Md.	6
~~Charles G.Venner~~	~~Pleasant Hill,Owings Mills,Md.~~	~~50~~
Miss Marie Pahud	1908 Futaw Place, Balt.,Md.	1
Miss Marie Pahud	Do.	2
Jane Palfrey Homer	Riderwood, Baltimore Co.,Md.	20
Mrs. Anabel J. Copeland	108 S.Stricker St.,Balt.,Md.	10
John C.Dotterweich	402 S.Collington Ave.,Balt.,Md.	20
Walter M. Strine	30 E. Franklin St. Hagerstown,Md.	2
Jacob Goldfine	101 Baltimore St.,Cumberland,Md.	10
* Morris Goldman	1216 Hartford Ave.,Balt. Md.	10
Miss Nannie L. Sullivan	1728 N. Calvert St.,Balt.,Md.	6
Crisfield Brokerage Co.	Crisfield, Md.	6
Wm. A. Albaugh	6 E. Fayette St.,Balt., Md.	1
John McCormick	P.O.Box 272, Cumberland, Md.	20
~~John F.McKenney~~	~~555 S.Fremont Ave.,Balt.Md.~~	~~800~~
Mrs.Catherine A. Allison	Box 68 Brentwood, Md.	10
N.E.Besson	Do.	10
William L.Hammond	335 Potomac St.,Hagerstown, Md.	10
* Morris Goldman	1216 Harford Ave.,Bald.Md.	10
John Luntz, Jr.	Walker Ave., Towson , Md.	10
Arthur P.Petit.	703 Roland Ave., Balt. Md.	10
		248

D.W.GRIFFITH INCORPORATED

SCHEDULE OF STOCKHOLDERS AS OF

JANUARY 1, 1921.

NAME	RESIDENCE	NO. SHARES.
Miss B.Clarke Rusk & Miss Blanche Briscoe, or either of them or the survivor	849 Park Ave.,Baltimore,Md.	4
Harry Hamill	1825 No.Charles St. Balt.Md.	40
Oscar R.Weber	Johnson Ave.,Hyattsville, Md.	20
Paul G.Hentschel	607 N. Luzerne Ave.,Balt. Md.	10
~~Reinhold Wilbert~~	~~605 Hoday St.,Balt.,Md.~~	~~5~~
Karl Waterman	Rockville, Md.	6
~~Charles C.Turner~~	~~Elmwood Hdd.,Owings Mills,Md.~~	~~20~~
Miss Marie Pahud	1908 Futaw Place, Balt.,Md.	1
Miss Marie Pahud	Do.	2
Jane Palfrey Homer	Riderwood, Baltimore Co.,Md.	20
Mrs. Anabel J. Copeland	108 S.Stricker St.,Balt.,Md.	10
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Crisfield Brokerage Co.	Crisfield, Md.	6
Wm. A. Albaugh	6 E. Fayette St.,Balt., Md.	1
John McCormick	P.O.Box 272, Cumberland, Md.	20
~~John T.McKaney~~	~~337 S.Fremont Ave.,Balt.,Md.~~	~~20~~
Mrs.Catherine A. Allison	Box 68 Brentwood, Md.	10
N.E.Besson	Do.	10
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John Luntz, Jr.	Walker Ave., Towson , Md.	10
Arthur P.Petit.	703 Roland Ave., Balt. Md.	10
		248

FILMS ABEL GANCE
8, RUE DE RICHELIEU
PARIS
TÉLÉPH. GUTENBERG 61-11
61-12

Paris 2 janvier 1921.

Tous mes vœux pour 1922. Cher grand Artiste — et l'espoir de vous sentir de plus en plus le chef de tous les explorateurs dans le royaume des Images mouvantes.

Courage. car le Septième Art est vraiment né !.

Ma reconnaissance et mon inaltérable amitié

Abel Gance

The Globe
AND Commercial Advertiser.

73-83 DEY STREET NEW YORK

EDITORIAL DEPARTMENT

Jan. 3rd, 1921.

Mr. Carr

Mr. D. W. Griffith,
1476 Broadway,
New York.

My dear Mr. Griffith:-

I have had no reply to my letter, nor has the copy of the book containing "Magic Glasses" been returned to me. Will you please let me know what you have decided to do?

All good wishes,

Sincerely,

SJK/ER

134 W 38

Jan. 3rd, 1921.

Mr. D. W. Griffith,
1476 Broadway,
New York.

My dear Mr. Griffith:-

I have had no reply to my letter, nor has the copy of the book containing "Magic Glasses" been returned to me. Will you please let me know what you have decided to do?

All good wishes,

Sincerely,

SJK/ER

From S. Jay Kaufman
134 W. 38th Street.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels

New York, January 3, 1921.

George T. Scherzinger
Assistant Treasurer

In replying please refer to number 66-171-2

D. W. Griffith, Esq.,
c/o J. C. Eppinger, Esq.,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We wish to advise having received from the United Artists Corporation, check for $6,608. which has been applied in reduction of your loan to $214,380.95. OK

Yours very truly,

G. T. Scherzinger
Assistant Treasurer.

108704.16
14152.23
Dom 94,552.93
Canada 6070.12
$ 100,619.05

315,000.00
100,619.05
$ 214,380.95 OK.

BERTRON, GRISCOM & CO., INC.
40 WALL STREET
NEW YORK

LAND TITLE BUILDING
PHILADELPHIA

January 3rd, 1921.

D. W. Griffith, Inc.,
J. C. Epping, Esq., Treas.,
Long Acre Building,
New York City.

Gentlemen:-

This is to acknowledge receipt from you of your check for $12,500.00, being in payment of Trade Acceptance which Messrs. Counselman & Co. of Chicago sent us.

The Trade Acceptance is enclosed herewith.

Very truly yours,

H. W. Hamilton

Asst.Secty. & Asst. Treas.

Encl - Trade Accpt.

H/MC

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK Jan. 3, 1921

Mr. A. H. T. Banzhof, Secretary,
D.W.Griffith, Inc.,
2 Rector St., New York

Dear Sir:-

This is to acknowledge receipt of Fractional Certificates for "Class A" stock of your Company, Nos. NY01001/1500 both inclusive.

Very truly yours,

Vice President

Transfer Dept.
I.

Handled
Mail Dept.
By O. A. J.

Walter B Lacy

January 3rd 1921.

Mr. Robert L. Mainzer,
5 Nassau Street,
New York City.

Dear Mr. Mainzer:

The Wark Producing Corporation has been placed in the hands of a receiver. Mr. Walter L. Seligsberg of 43 Cedar Street has been appointed Receiver.

I wish, however, to state that we will still try to carry out the proposition which I first submitted to you relative to the guarantge of these notes provided we can get the majority of the note holders to agree to an extension.

Very truly yours,

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DOMINICK & DOMINICK
115 BROADWAY
NEW YORK

STATISTICAL DEPARTMENT

FAMOUS PLAYERS-LASKY CORPORATION

8% Preferred Stock

In view of the very low price now obtaining on the 8% Preferred Stock of this corporation, we think it pertinent to draw attention to the excellent showing that this company makes. While we fully realize that, at the present time, prices are not based upon intrinsic worth, this Preferred Stock, is selling at a price entirely unwarranted by the earnings and the sound financial position of the company.

The report for the nine months of the present year to September 27th shows net operating profits of $4,714,382 after deducting all expenses, including allowances for film exhaustion and setting up liberal reserves for contingencies. This compares with $3,427,951 for the first nine months of 1919 or an increase of $1,286,431 for this period. After making reserves for Federal taxes, net profits for the nine months were $3,417,513, which is equivalent to over 5½ times the Preferred dividend for the period.

Earnings of the subsidiaries in which the proceeds of the $10,000,000 Preferred issue were invested, are not included in the nine months' report referred to above. The annual consolidated report for 1920 will include subsidiary earnings which are running at a satisfactory rate.

Against the $10,000,000 Preferred issue, the corporation had on September 25th last a net working capital (the excess of current assets over current liabilities and including reserves for Federal taxes not yet due of $1,189,290) of approximately $12,000,000. The Net Tangible Assets after disregarding Goodwill, (a very valuable asset in this case) amounted to approximately $[redacted] a share of Preferred Stock. 240

We are informed that the consolidated statement for 1920 will show increased earnings over those indicated above, and that the cash position of the company continues strong.

DOMINICK & DOMINICK

January 3, 1921

THE ABOVE INFORMATION AND STATISTICS ARE NOT GUARANTEED, BUT WE BELIEVE THEM TO BE ACCURATE

THE CORPORATION TRUST COMPANY

KENNETH K. McLAREN — PRESIDENT
RAYMOND NEWMAN — VICE PRESIDENT
HORACE S. GOULD — VICE PRES. & SECY.
B. STAFFORD MANTZ — TREASURER
NORMAN H. McLAREN — ASST. TREASURER

TRUST AND TRANSFER DEPARTMENT

THOMAS F. BARRETT — TRUST OFFICER
TRACY S. BUCKINGHAM — ASST. TRUST OFFICER
ERNEST J. KING — ASST. TRUST OFFICER
JAMES A. BLAKELY — ASST. TRUST OFFICER

ORGANIZATION DEPARTMENT

JOHN J. JANSEN, JR. — ASST. SECRETARY
HARLAN S. PERRIGO — ASST. SECRETARY

INCOME TAX DEPARTMENT

WILLIAM P. POWELL — ASST. SECRETARY
J. L. SCHLICHTING — ASST. SECRETARY

JOHN H. SEARS — ATTORNEY

THIRTY SEVEN WALL STREET

NEW YORK

THE CORPORATION TRUST COMPANY AND AFFILIATED COMPANIES

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
SYSTEM
ORGANIZED 1892
15 EXCHANGE PLACE
JERSEY CITY, N.J.

CHICAGO
PHILADELPHIA
PORTLAND
ST. LOUIS
WILMINGTON
WASHINGTON
PITTSBURGH

BOSTON
CORPORATION REGISTRATION CO.

LOS ANGELES
THE CORPORATION COMPANY

January 3, 1921.

RE: D. W. GRIFFITH, INCORPORATED - Md.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:

The General Laws of Maryland, Article 81, Sections 159 to 162 as amended by Chapter 528, Laws of 1914, require the above named company to file between the first day of January and the first day of March a List of Stockholders with the County Commissioners (in Baltimore, the Appeal Tax Court) and the City Clerk of each City, Town or Village in which the Stockholders reside. However, the Appeal Tax Court of Baltimore no longer requires the filing of this report.

No fees are payable upon filing. Printed blanks can be obtained from the County Commissioners.

Yours very truly,
THE CORPORATION TRUST COMPANY

John J. Jansen, Jr.
Assistant Secretary

FP

THE CORPORATION TRUST COMPANY

KENNETH K. McLAREN — PRESIDENT
RAYMOND NEWMAN — VICE PRESIDENT
HORACE S. GOULD — VICE PRES. & SECY.
B. STAFFORD MANTZ — TREASURER
NORMAN H. McLAREN — ASST. TREASURER

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ST. LOUIS
WILMINGTON
WASHINGTON
PITTSBURGH

BOSTON
CORPORATION REGISTRATION CO.

LOS ANGELES
THE CORPORATION COMPANY

January 3, 1921.

RE: D. W. GRIFFITH, INCORPORATED - Md.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:

The above named company will be required to file with the State Tax Commission between January 1st and March 1st, a certificate showing the outstanding shares of capital stock. The annual franchise tax which is due on or before September 1st is based on the entire authorized capital stock as shown by charter, certificate of incorporation or any amendment thereto, unless this certificate is filed.

Printed blanks for making this report are not prepared nor is there a filing fee. Statutory Reference, Section 88d, Chapter 324, Laws of 1914.

Yours very truly,
THE CORPORATION TRUST COMPANY

John J. Jansen, Jr.

Assistant Secretary

FP

THE CORPORATION TRUST COMPANY

KENNETH K. McLAREN — PRESIDENT
RAYMOND NEWMAN — VICE PRESIDENT
HORACE S. GOULD — VICE PRES. & SECY.
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NORMAN H. McLAREN — ASST. TREASURER

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HARLAN S. PERRIGO — ASST. SECRETARY

INCOME TAX DEPARTMENT

WILLIAM P. POWELL — ASST. SECRETARY
J. L. SCHLICHTING — ASST. SECRETARY

JOHN H. SEARS — ATTORNEY

THIRTY SEVEN WALL STREET

NEW YORK

THE CORPORATION TRUST COMPANY AND AFFILIATED COMPANIES

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
SYSTEM
ORGANIZED 1892
15 EXCHANGE PLACE
JERSEY CITY, N.J.

CHICAGO
PHILADELPHIA
PORTLAND
ST. LOUIS
WILMINGTON
WASHINGTON
PITTSBURGH

BOSTON
CORPORATION REGISTRATION CO.

LOS ANGELES
THE CORPORATION COMPANY

January 3, 1921.

RE: D. W. GRIFFITH, INCORPORATED - Md.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:

The above named corporation will be required to file with the State Tax Commission between January 1st and March 1st, an Annual Report. The purpose of this report is to determine the value of personal property for taxation purposes, amount of capital stock issued and the situs of the issued shares of capital stock. No fees are payable upon filing this report, printed blanks for which may be obtained from the state.

Yours very truly,
THE CORPORATION TRUST COMPANY

John J. Jansen, Jr.

Assistant Secretary

FP

Guaranty Trust Company of New York

IN ACCOUNT WITH

Wark Producing Corp.
W. U. Schapberg, Receiver

1-19 23-3-11

Guaranty Trust Company of New York *in acc't with*

1921

Wark Producing Corp
W. N. Seligsberg, Receiver

1/4		865	24	H
JAN 6 -	1921	506	01	J.
11		1129	45	J.
12	10	191	01	J.
17		603	98	F
21		517	53	B
25	31	000	—	H
31		868	57	H
FEB 7	1921	370	03	J.
14		807	95	J.
21		318	50	H
23		150		J.
MAR 1	1921	745	—	H
4		3843	02	H
8		415	71	J
MAR 16	1921	806	03	S
22		515	08	H
28		419	04	
APR 4	1921	129	37	B.
12		281	70	K
19		318	96	H

1-19 23-3-11

Guaranty Trust Company of New York *in acc't with*

1421

Wark Producing Corp
W. N. Seligsberg Receiver

Note 2/20/21.	FEB 14 1921 Unity Pub. Co. Chicago Ill. 1500 -			Will be presented 2/21/21.

Currituck Lodge
MUNDEN, VA.

Jan 4, 1921

Dear Griffith :-

Your beautiful Christmas Greeting found me on the duck-shooting ground at my favorite sport.

I can't tell you how glad I am on the tremendous success of "Way Down East". I hope it makes you a millionaire for life!

Don't forget I want to do another great piece of material for you. I want you to do both Lincoln & Lee. I lost money this season on the plays - but the pictures is there - big, universal in appeal, stunning in effects.

I am now at work on the Lee novel - Its title is: "THE MAN IN GRAY" - A Romance of the Greatest American, Robert E Lee.

Can't you run down & shoot ducks with

me this month?

The season closes Jan 31.

My best love & wishes for a Happy Prosperous New Year for you & yours —

Sincerely,

Francis Wilson

Handled
Mail Dept.
By W. N.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK Jan. 4, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sirs:

We have received your check for $8,000., part payment account of your "Way Down East" note, leaving a balance of $91,235.24.

Yours very truly,

Assistant Secretary.

DH.C
Banking

The State of Delaware

Dwg Corp

OFFICE OF SECRETARY OF STATE, DOVER, DELAWARE

D. W. G. CORPORATION.

TERMS CASH. **Debtor to EVERETT C. JOHNSON, Secretary of State.**

19	*To receiving, filing and indexing Annual Report under Corporation Tax Law*	$2	00

PAID
JAN 4 1921
Everett C. Johnson
SECRETARY OF STATE

CABLE ADDRESS "SELLEW"

LAW OFFICES OF
SELIGSBERG, LEWIS & ROTHSCHILD
43 CEDAR STREET
NEW YORK CITY

WALTER N. SELIGSBERG
CLARENCE M. LEWIS
JAY LEO ROTHSCHILD

Wark
Br

4th January, 1921.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir: Wark Producing Corporation

Will you please turn over to me at once, minute book, stock certificate book, stock ledger and record of issuance of certificates of indebtedness of the Wark Producing Corporation. Will you also see that I receive all outstanding foreign rights contracts and other contracts with reference to "Intolerance", "The Fall of Babylon" and "The Mother and the Law" in your possession, as well as all contracts with reference to the postponing or subordination or deferring of indebtedness until after the payment of the certificates of indebtedness.

Very truly yours,

W. N. Seligsberg

W. N. Seligsberg
Receiver

WNS/EW

January 4, 1921

Russell Palmer, Esq.
23 Washington Square North,
New York City.

Dear Sir:

In connection with D.W. GRIFFITH, Incorporated, and answering your question in reference to the $235,000 originally due that company from Famous Players-Lasky, Inc., I beg to state that this obligation is to be paid to D.W. GRIFFITH, Incorporated, in weekly instalments and there have been paid six (6) weekly instalments of $5,000 each ending December 11th and three (3) weekly instalments of $8,000 each ending January 3rd. The net amount due on this account to date is, therefore, $181,000, to be paid in instalments of $8,000 each week until the entire amount is paid. This loan should be paid off by May 31st.

The details regarding the loan at the Central Union Trust Company, secured by WAY DOWN EAST, are as follows: The original loan was for $425,000, made in June last, months before this picture was completed and while it is a Demand Loan, my arrangement with the officials of the trust company is that it is to be paid out of the receipts of WAY DOWN EAST. The amount to be paid to the Trust Company out of the receipts of WAY DOWN EAST may be adjusted from time to time with the officials of the Trust Company. This loan, up to date, has been paid down by $95,750, to $329,250. The company's arrangement with the Central Union Trust Company is that they will pay on account of this loan at the rate of $15,000 per week until the loan is paid. This loan should, therefore, be liquidated on or before May 31st. It is anticipated that the financial necessities of the company will be considerably less per week after March 1st when the earnings from the thirteen (13) road companies now out should be considerably greater than at the present time and therefore, the company expects from April 1st on to pay down this loan in larger amounts per week than arranged for with the officials of the Trust Company.

I have dictated this outside of my office and therefore, I have not been able to use my stationery.

If there is any additional detailed information you desire, I will be glad to give it to you either in memoranda or in person.

Very truly yours,

D.W. GRIFFITH, Incorporated,

By:

Counsel.

AHTB:G

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK January 5,1921.

D. W. Griffith,Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sirs:

We have received your check for $7,000., which we have applied on account of your "Way Down East" note, leaving a balance of $84,235.24.

Yours very truly,

Assistant Secretary.

Handled
Mail Dept.
By E. F. S.

WS.C
Banking

TELEPHONE 3 MAMARONECK

CHARLES H. COLES
GARAGE

Authorized Agent — Ford — MOTOR CARS

Estimates Given on Machine Repairing — General Machinist

255 WEST BOSTON POST ROAD

Mamaroneck, N. Y., Jan. 5 1921

D. W. Griffith Studio, –

Dear Sir, –

Please find enclosed, your paid note for Ford car.

We thank you for past business and hope to serve you in the future.

Yours Very Truly

C. H. Coles.

39 LIBERTY STREET
NEW YORK

January 6th, 1921

David W. Griffith, Esq.,
Griffith Studios,
Mamaroneck, New York

My Dear Sir:

The enclosed copy of a letter received from Gov. E. P. Morrow of Kentucky, is self-explanatory.

It was the desire of Gov. Morrow that I particularly see you and Mr. Marc Klaw to try and interest you in the proposition.

Mr. Klaw has already subscribed $2500. to this fund, and we hope that you will see your way clear and feel disposed to making some subscription for this really patriotic enterprise.

A check for whatever amount you feel willing to give payable to the "Old Kentucky Home Commission", and mailed to the writer at #39 Liberty Street, New York City, will be very gratefully received.

Yours very truly,

CHARLES H. BAUER.

Charles H. Bauer

OFFICE OF THE GOVERNOR
FRANKFORT

January 4, 1920.

Colonel Charles H. Bauer,
39 Liberty Street,
New York, N. Y.

My dear Mr. Bauer:

By an act of the last Legislature, a commission was appointed for the purpose of providing ways and means to preserve forever for the Commonwealth "Federal Hill" near Bardstown, and known as the "Old Kentucky Home" where Stephen C. Foster wrote the song known round the world "My Old Kentucky Home."

This commission is composed of Judge Robert Bingham, Hon. A. T. Hert, Yound E. Allison, Arch Pulliam and Mrs. Clement French. They have been offered an option on the farm of one hundred and ten acres, with the beautiful colonial home and all of its priceless furniture, relics and Jouett portraits at the most reasonable price of $50,000. In order to accept the option, $15,000 must be immediately raised, and then it is the purpose of the commission to open a campaign in which school children of Kentucky will be asked to participate in small amounts and small donations received from as many persons as possible to make up the balance of the purchase price, together with an additional sum for repairs, parking the grounds, etc.

I am anxious that a most substantial portion of the $15,000 shall come from Kentuckians living in other states, so that their interest; their love of state and their generosity to preserve a source of great inspiration shall be made known to the Kentuckians at home; that their interest and enthusiasm may be aroused.

I am asking you to take this matter up with some of the splended Kentucky New Yorkers whom I believe will respond in this matter. We must not lose this beautiful old home where Stephen Foster wrote not only "My Old Kentucky Home" but "Massa's in the Cold, Cold Ground". It was the home of Judge Rowan; Clay and LaFayette were entertained there and around it cling many of the finest traditions of the state.

I feel that the New York Society will help in this matter, and if it is not asking too much, will you not take it up with the proper persons? I will be glad to render every assistance possible. I am asking the St. Louis Society to perform a similar work, and also other Kentuckians in several other states. The $15,000 must be secured in order to cinch the option, not later than the 1st of February.

As ever,

Your friend

(Signed) Edwin P. Morrow
Governor of Kentucky

Studio
Misc

January 6th 1921.

Mrs. Vincent Astor,
840 Fifth Avenue,
New York City.

My dear Mrs. Astor:

After the luncheon at Mr. Griffith's studio you may recall that you mentioned the fact that a ball-room scene was not your idea of "WAY DOWN EAST" and it is therefore apparent that you have not seen Mr. Griffith's photoplay version thereof. It was on my mind at that time to invite you on behalf of Mr. Griffith to see the picture at any time at your convenience, but somehow or other this slipped my attention and I therefore hasten at this late date to request the honor of presenting you with tickets for a box party at any time you might care to go, advising us of the same.

Be assured that we are very anxious to have you see the picture and we hope that you will not hesitate to invite as many friends as you may desire.

Mr. Griffith again repeats his invitation for you to visit the studio with your friends at any time.

With kindest regards, we remain

Very truly yours,

AHTB/GD

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

New York Offices
Fifth Avenue and 44th St.
Cable Address "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Member of Federal Reserve System

Cable Address: "Fidelitas"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels

New York, January 6, 1921.

George T. Scherzinger
Assistant Treasurer

In replying please refer to number 66-169-1

D. W. Griffith, Esq.,
c/o Mr. J.C. Eppinger,
D.W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

In accordance with our conversation, we are pleased to advise that we have been able to obtain a rebate of $122.14 on the discount on checks recently forwarded to us for collection.

The above amount, $122.14 is comprised of the rebates as shown below, and has been applied in reduction of your time loan to $214,258.81:

Deposit		Difference
$2282.	Discounted at $16\frac{1}{4}\%$ rate on Nov. 26 $13\frac{3}{4}\%$	$57.04
$1120.	Discounted at $16\frac{1}{4}\%$ rate on Dec. 2 $12\frac{1}{12}\%$	42.00
$1848.08	Discounted at $13\frac{3}{4}\%$ rate on Dec. 10 $12\frac{1}{12}\%$	23.10
		$122.14

Yours very truly,

Assistant Treasurer.

WATERHOUSE & CO. DEC 1921 ACCOUNTANTS

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

Jan. 6, 1921.

Co J

Received from D. W. Griffith Inc., three hundred dollars ($300.00) for contingent fund, same to be returned upon demand.

Benj. H. Ollington

January 7, 1921.

Mr. L. Bruce,
Foreign Customers,
Service Department,
Famous Players-Lasky Corporation,
485 Fifth Avenue, NEW YORK, N.Y.

Dear Mr. Bruce;

I am enclosing title list of THE GHOST IN THE GARRET.
This includes inserts.

Very truly yours,

D. W. GRIFFITH, INC.

ICR. BY

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels

New York, January 7, 1921.

George T. Scherzinger
Assistant Treasurer

In replying please refer to number 66-169-2

35.
29.92
5.08

D. W. Griffith, Esq.,
c/o J. C. Eppinger, Esq.,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N. Y.

Dear Sir:

We have today received from the United Artists Corporation, check on the Dominion Bank of Canada for $35.00. The proceeds $29.92, being the amount of the above check less discount of 14½%, has been applied in reduction of your loan to $214,228.89.

Yours very truly,

Assistant Treasurer.

PRICE WATERHOUSE & CO. EXAMINED DEC 1920 ACCOUNTANTS

35.00
14½
17.50
14.00
3.00
5.07.50

35.00
29.92
5.08

FB

At a Special Meeting of the Board of Directors of D.W.GRIFFITH, INCORPORATED, held at the Studio of the Company at Mamaroneck, New York, on the 7th day of January, 1921, at 8 P.M.

P R E S E N T : D.W.GRIFFITH
ALBERT L. GREY
J. C. EPPING
LEE BENOIST
ALBERT H.T. BANZHAF
-and-
MARSHALL DODGE
-and-
MR. COFFIN, of Counselman & Co. by invitation, constituting a majority of the Directors, and a quorum.

Mr. Griffith presided and called the meeting to order, Mr. Banzhaf recorded.

Mr. Griffith stated that the meeting had been called at the request of Mr. Coffin, representing Mr. Charles Counselman, the only absentee director, and stated that since all the directors present consented to the holding of the meeing, written waiver of the meeting by those present was not necessary.

Mr. Coffin reported that Mr. Counselman would forward a signed waiver of the meeting.

Upon motion duly made, seconded and carried the reading of the Minutes of the last meeting of the Board of Directors and Executive Committee were duly waived.

Mr. Epping, the Treasurer of the Company, stated that the estimated earnings of the Corporation for the Six (6) months ending January 1st 1921 would amount to approximately $217,000. odd dollars, and that therefore the Corporation could pay a first dividend of at least $1.00 per share to the stockholders of record of the Class A shares.

He further stated that after a consultation with Mr. Dodge and Mr. Benoist and also Mr. Coffin, representing Counselman & Co. they all believed it would be to the advantage of the Corporation to withdraw from sale $25,000 shares of Class A stock, thus reducing the authorized amount outstanding from 125,000 to 100,000 shares ; continuing the authority for the

balance upon the same terms as heretofore.

After discussion, upon motion duly made, seconded and carried the following resolutions were adopted.

RESOLVED that The President of this Corporation be and hereby is authorized from time to time, for such considerations and upon such terms as he may deem advisable, to extend to and including such date or dates not later than January 1, 1922, as shall be agreed upon between him and Counselman & Co., the option of said Counselman & Co., as evidenced by letters dated July 1, 1920 and extended by letters dated September 1, 1920, to purchase shares of Class A Stock of this Corporation at the price and upon the terms and conditions stated in said letters of July 1, 1920, except that said option as extended shall be limited to a maximum number of shares equal to the difference between 100,000 shares and the number of shares upon which said Counselman & Co. shall have theretofore exercised their option.

RESOLVED that the President of this Corporation, be and hereby is authorized in his discretion to exchange letters in such form as he shall deem appropriate to evidence any extension or extensions so determined and agreed upon by him under the authority by these resolutions conferred.

RESOLVED that until otherwise ordered by this Board, the amount of Class A Stock to be presently issued by this Corporation is limited to 100,000 shares at any one time outstanding and that the officers, Transfer Agents and Registrars of this Corporation be and hereby are instructed not to execute, countersign or issue, certificates for such stock in excess of 100,000 shares at any one time outstanding.

RESOLVED that the Board of Directors hereby authorizes the issue to or upon the order of said Counselman & Co., from time to time until otherwise ordered by this Board, of all

or any part of a number of shares of the Class A Stock of this Corporation without par value equal to the difference between 100,000 shares and the number of shares of said stock heretofore issued, for the consideration of $8.50 per share and that from time to time, when and as said Counselman & Co. shall pay to cause to be paid to this Corporation the sum of $8.50 in cash for each share they shall elect to purchase the proper officers of this corporation, be and they hereby are authorized and directed until otherwise ordered by the Board, therefor to or upon the order of said Counselman & Co."

Action regarding the dividend was, upon motion duly made, seconded and carried postponed to the next meeting of the Board, and

Upon motion duly made, seconded and carried this meeting was adjourned to January 15th at 1 o'clock P.M. at the office of the Corporation, 1476 Broadway, New York, said meeting to be held without further notice.

ALBERT H.T. BANZHAF

Secretary

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WAIVER OF NOTICE
-of-
BOARD OF DIRECTORS
-of-
D.W. GRIFFITH, INCORPORATED

* * * *

The undersigned, being all the members of the Board of Directors of the above Corporation, hereby waive all notice whatsoever of the Special Meeting of the Board of Directors of the above Corporation to be held at the Studio of the Corporation, at Mamaroneck, New York, on the 7th day of January, 1921, at 8 P.M. o'clock, and consent to the holding of said meeting at the same time and place and to the transaction of any business which may be brought before the Board of Directors.

Dated, January 7th 1921.

Chas. Counselman

_____

_____

_____

_____

_____

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Wark Bksy.

7th January, 1921

Albert H. T. Banzhaf, Esq.,
2 Rector St., N.Y.C.

Dear Sir:

I am still without the books and papers which I requested you to send me in my letter of 4th January, of which I enclose a copy.

Very truly yours,

W. N. Seligsberg

W. N. Seligsberg
Receiver.

WNS/EW
Encl.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

Fifth Avenue Office
Fifth Avenue and 43rd St.
Cable Address: "Notromco"

Madison Avenue Office
Madison Avenue and 60th St.
Cable Address: "Fidelitas"

London Office
32 Lombard Street, E.C.
Cable Address: "Garritus"

Paris Office
Rue des Italiens 1 & 3
Cable Address: "Garritus"

G. T. Scherzinger
Assistant Treasurer

New York, January 8, 1921

In replying please refer to number 66-171-5

D. W. Griffith, Esq.,
c/o J. C. Eppinger,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N. Y.

Dear Sir:

We have today received from the United Artists Corporation check for $9,027.20, which has been applied in reduction of your time loan, which matured November 15, 1920, to $205,201.69.

Yours very truly,

G. T. Scherzinger

Assistant Treasurer.

Domestic 103476.13
Canada 6322.18
109798.31

315,000.00
109798.31
405201.69 OK

SPECIAL MEETING
BOARD OF DIRECTORS
UNITED ARTISTS CORPORATION
JANUARY 8, 1921.

A special meeting of the Board of Directors of the United artists Corporation was held on January 8th, 1921, at the offices of said Corporation, 729 Seventh Avenue, in pursuance with notices sent out by the Secretary in conformity with the by-laws. Those present were:

HIRAM ABRAMS PRESIDENT
NATHAN BURKAN
A.H.T.BANZHAF
DENNIS F. O'BRIEN

also Mr. M.E.Prager was in attendance, and Mr. Banzhaf acted as Secretary while Mr. Hiram Abrams took the chair.

Mr. O'Brien reported that Mr. Greenhill had failed to comply with the terms and provisions of his contract with the United Artists Corporation, dated July 30th, 1920 as amended October 31st, 1920 by Supplemental Agreement; whereupon the motion was made, seconded and unanimously adopted that said contract be considered terminated and ended and that such information be sent to Morris Greenhill at 37-39 Oxford St., London, England, and to F.M.Guedella, custodian of the prints of the principals; also that Mr. Greenhill be requested to turn over to Mr. Guedella the positive prints of the Fairbanks and Pickford pictures: Also that cables be sent accordingly forthwith and followed by letters.

Mr. O'Brien reported certain suggestions which were made by Mr. J. Godsel of the Goldwyn Pictures Corporation relative to the distribution of the Productions of the United Artists Corporation and those of the Goldwyn Pictures Corporation. These suggestions were not received with approval by the members of the Board of Directors.

Various reports were brought to the attention of the members of the Board of Directors regarding certain negotiations which were begun by the Associated Producers through Mack Sennett, for the distribution of the Pictures released by both the United Artists Corporation and the Associated Producers. It was the opinion of those present that they would not approve of the consummation of such negotiations in keeping with the reports which were before the members of the Board.

Mr. Albert H. T. Banzhaf, representing the interest of Mr. David W. Griffith, stated that certain offers had been made to Mr. Griffith relative to marketing "WAY DOWN EAST" in Canada, and that it might be possible for this corporation to obtain the marketing of "WAY DOWN EAST" in the Dominion of Canada; whereupon, Mr. Banzhaf agreed to ascertain from Mr. Griffith what arrangement would be acceptable to him which would permit of the United Artists Corporation distributing this picture in the Dominion of Canada in the near future, and to communicate the same to Hiram Abrams who would take the matter up with the stockholders of the corporation in Los Angeles.

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Wark

8th January 1921

Mr. J. C. Epping,
c/o D. W. Griffith Enterprises,
1476 Broadway,
New York City

Dear Mr. Epping:

The Collector of Internal Revenue writes a letter to the Mark Producing Corporation, claiming that it did not file an income tax return for 1917. I assume this is a mistake and have written him as per copy enclosed. In the meanwhile, will you look up your records?

Very truly yours,

W. N. Seligsberg
Receiver.

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

8th January 1921

Hon William H Edwards,
Collector, Internal Revenue,
Customs House Building,
New York City.

Sir: Attention: MHE, McC 612.

Your letter of January 4th addressed to Mark Producing Corporation as come into the hands of the writer as Receiver of Wark Producing Corporation.

We assume that the letter is addressed in erroe, and that if you have your records searched, you will find a report for 1917 for the Wark Producing Corporation. If you don't find that, please advise us and we will have the records of the company searched and call your attention to the time and place when the report was filed.

Very truly yours,

W. N. Seligsberg
Receiver-Wark Producing Corporation

WNS/EW

Room 303
1476 Broadway
Bryant 6761

January 10th, 1921.

Dear Sir:

A petition in bankruptcy was filed against the Wark Producing Corporation on December 31st, 1920, and on the same day Walter N. Seligsberg of 43 Cedar Street was appointed Receiver by Judge Knox of the United States District Court for the Southern District of New York. This action became necessary because the Wark Company was unable to make payment of the balance due on the certificates of indebtedness and it feared that some of the note-holders would obtain judgments against the company and issue executions against its property, with the result that such creditors might receive payment while others would not. It was to prevent any such contingency and to insure a fair, and equitable adjustment to all creditors, that the appointment of a Receiver was consented to.

The Company has already paid 55% of the certificates of indebtedness, and has also paid the bonuses and interest as agreed. The Management is equally confident that it will be in a position to pay the balance due on said certificates of indebtedness, bonuses and interest, if the creditors give the Company an opportunity to work out its salvation.

The causes for its present embarrasment are due to the fact that the motion picture "Intolerance", when first

released, was shown only in this country and Canada. European conditions were such that although sales were made to some of the countries, prices were not commensurate with the value of the picture, After "Intolerance" had been exploited as thoroughly as possible under the circumstances, the picture was re-edited by Mr. Griffith, into two separate photo-plays, one entitled "The Fall of Babylon", and the other "The Mother and the Law", and additional scenes were taken to round out the stories as separate and distinct from that of "Intolerance", all without expense to the corporation. These pictures, so cut, were ten exploited in the usual method. This distribution was necessarily slow, but the Company has met with considerable success and the management is satisfied that if it can carry on the release of these two pictures in such unsold territory, and sell at the earliest opportunity the remaining foreign rights that it will be able to pay the remaining outstanding certificates of indebtedness in full, together with bonuses and interest due thereon.

The present outstanding certificates are a s follows:

Amount of Certificates outstanding: - - -	$135,000.00
10% bonuses on same - - - - - - - - - - - -	13,500.00
Interest to Jan. 1st, 1921. - - - - - - -	4,050.00
Total - - - - -	$152,550.00

All other liabilities of the Company (except about $1500. mostly due employees) are subrogated and cannot participate either in a composition or a liquidation until all your claims are paid in full.

Knowing that a continuance of the business of this corporation will be more beneficial than the most successful form of liquidation the following proposition is submitted:

The Company willpay you in cash on the confirmation of the composition in bankruptcy to be offered herein, twenty-five (25%) per cent on the amount of your claim, and it will execute its promissory notes payable as follows:

10 per cent on May 1, 1921;
10 per cent on September 1, 1921;
20 per cent on December 31, 1921;
15 per cent on May 1, 1922;
15 per cent on September 1,1922;
10 per cent on December 31, 1922.

Mr. Griffith has volunteered to endorse all of the said notes. He has complete confidence that the company will be albe to work out its own salvation, and regardless of the guarantee of his endoreement, he is unwilling to have any one who has become associated with him in this venture, suffer any loss. Mr. Griffith's attitude has thus made it possible to offer the very favorable terms presented in this letter.

We enclose herewith an agreement which if you will be good enough to sign and return to us, or to Messrs. Zalkin & Cohen, counsel for the receiver, 49 Chambers Street, at once, we will try to effect the settlement along the lines outlined herein at the earliest possible moment.

Very truly yours,

Mr.

				Deferred.	
135,000.	Par		Par.	30,000.	D.W.G.Corp.
13,500.	Bonus		"	10,000.	Banzhaf
4,050.	Interest		"	3,000.	Gish
152,550.		Less. .	"	2,000.	Marsh
		22,500.	= 45% unpaid of	50,000.	Par
		2,250.	Bonus thereon		
		675.	Interest " due 12/31/20		

25,425.

127,125.

Payable	Amount to be paid	Percent on 127,125.	Percent on 152,550.
Now	31,781.25	25%	20.83%
5/1/21	12,712.50	10%	8.34%
9/1/21	12,712.50	10 %	8.34%
12/31/21	25,425.00	20%	16.66%
5/1/22	19,068.75	15%	12.50%
9/1/22	12,712.50	10%	8.34%
12/31/22	12,712.50	10%	8.33%
	127,125.00	100%	
		Unpaid	16.66%
127,125.			100.00%

Walter Bickley

Exhibit to Schedule Item 10.

1) Saenger Amusement Co. (Fall Babylon)
Contract dated June 4/20

2) F. Wynne Jones — (Fall Babylon)
3) Unity Photoplays Co. (Fall Babylon)
March 6/20.

Intolerance Foreign

Wertheimer — South Africa
" — Great Britain.

Gaythis & Nosco —

Domestic

De Luxe —
All Star
Westcott. 9 "

---

(1) Wertheimer Contract Dated May 10/1917 for Glasgow, Edinburgh Manchester Liverpool Sheffield, Nottingham, Belfast, Bradford, Birmingham Cardiff, Leeds, Blackpool, Leicester Newcastle Brighton, Plymouth, Swansea Bristol — ~~Dublin~~.

(2) Wertheimer contract dated 30th May 1917. British Isles other than districts comprised in Principal agreement, & within 7 miles from Charing Cross London.

D. W. GRIFFITH

SECOND ANNUAL NEW YORK SEASON
FORTY-FOURTH STREET THEATRE

GENERAL OFFICES: 303 LONGACRE BUILDING
TELEPHONE, BRYANT 6761, 6762, 9486
ALBERT L. GREY, GENERAL MANAGER

15-2,550 / 25,425.00 /

D. W. GRIFFITH INCORPORATED *Presents*
"WAY DOWN EAST"

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

135000- Par.
13500- Bonus.
4050- Interest
152550-

Deferred

Par 30000 - Mt. Corp
" 10000 - Dept of Trade
" 3000 - Trade
" 2000 Mank
50000 - Pay'd

Bis

22500. = 45% unpaid of
2250 - Bonus thereon
675 - Int " due 1/31/21

25425-

127125-

Payable	Amount to be paid	Percent on 127125.-	Percent on 152550
Mar.	31781.25	25%	20.83%
5/1/21	12712.50	10	8.34%
9/1/21	12712.50	10	8.34%
12/31/21	25425.00	20	16.66%
5/1/22	19068.75	15	12.50%
9/1/22	12712.50	10	8.33%
12/31/22	12712.50	10	
	127125.00	100%	
		unpaid	16.66%
			100.00%

127.125-

4 3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as ~~required under~~ provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

~~Dated, January , 1933.~~

5 Acceptances signed by us on separate sheets shall have the same effect as signed on one sheet.

Dated Jan 4-33

Draft. Jan. 4, 1921.

Gentlemen:-

A petition in bankruptcy was filed against the Wark Producing Corporation on December 31, 1920, and on the same day Walter N. Seligsberg of 43 Cedar Street was appointed Receiver by Judge Knox of the United States District Court for the Southern District of New York. This action became necessary, because the Wark Producing Company was ~~due to the fact that~~ we were unable to make payment of the balance due on the certificates of indebtedness, ~~issued by our Company was to become due on January 1st, 1921, and this Company did not have sufficient funds in its treasury to meet said indebtedness, and~~ and we feared ~~that action on the part of~~ that some of the note-holders would ~~result in~~ obtain judgments against the Company and issue executions ~~issued~~ against the property ~~of the Company~~, with the ~~further~~ result that ~~some of the~~ creditors might receive payment while others would not. It was to prevent any such contingency and to insure a fair, and equitable ~~adjustment~~ to all creditors ~~alike~~, that the ~~action was taken.~~ appointment of a Receiver was consented to.

~~As you know,~~ The Company has already paid

55% of the ~~the original indebtedness represented by the out-~~

~~standing~~ certificates of indebtedness, and has also paid

the bonuses and interest ~~on the said certificates~~ as agreed.

The management is ~~We are, at this time~~, equally confident that it ~~we~~ will be in

a position to pay the balance due on said ~~represented by the~~ certificates

of indebtedness, bonuses and interest, if the creditors ~~are~~

~~indulgent with us and~~ give the Company an opportunity to

work out its salvation.

The causes for its present embarrasment are

due to the fact that the motion picture "Intolerance", when

first released, was shown only ~~had to depend upon its earning capacity~~

in this country and Canada ~~alone~~. European conditions were

such that although sales were made to some of the ~~Allied~~

countries, ~~and also neutral countries~~ prices were not

commensurate with ~~that~~ the value of the picture, ~~and~~ of

course, even before our country entered the war, we could

not deal, ~~even~~ if we had chosen, with the so-called Central

countries, and some of the other States from which large

reveneues were usually derived. After "Intolerance" had

been exploited as thoroughly as possible ~~in the~~ under the

circumstances, the picture was re-edited by Mr Griffith ~~with~~

~~to the Company~~, into two separate photo-plays, one entitled "The Fall of Babylon", and the other "The Mother andthe Law", and additional scenes were taken to round out the stories as separate and distinct from that of "Intolerance", all without expense to the corporation. These pictures, so cut, were then exploited in the usual method, ~~in the territory which remained unsold, and over~~ which the corporation had reserved its right to distribute the original production "Intolerance". ~~Territories for~~ these two new edited photo-plays have been sold ~~to other~~ States, ~~and those~~ territories which remain unsold are still ~~being exploited by the corporation, in such territories unsold, through its agents. This method of~~ distribution ~~is~~ this is necessarily slow, but ~~we~~ the co have met with considerable success ~~in the distribution of these pictures~~ and the management is satisfied that if it ~~could proceed~~ can ~~to~~ carry on the release of these two ~~xx~~ pictures in such unsold territory, and ~~also be in a position to~~ sell at the earliest opportunity the remaining foreign rights ~~remaining~~ ~~that the co would be able to pay the note holder in full~~ ~~unsold, especially such territories as the Central~~ ~~[illegible], that the Company will be able to~~

pay the balance due on the certificates of indebtedness in full.

~~As heretofore stated~~, ~~the Company wishes~~ that the will be able to pay the remaining outstanding certificates of indebtedness in full, together with bonuses and interest due thereon. The present outstanding certificates are as follows:-

Amount of Certificates outstanding:	$135,000.
10% bonuses on same,	13,500.
Interest to Jan. 1, 1921,	4,050.
Total,	$152,550.

All other liabilities of the Company are subrogated and except about $1500 monthly due employes, cannot participate either in a composition or a liquidation ~~of the assets of the Company~~ until all your claims are paid in full. ~~Believing~~ Knowing that a continuance of the business of this corporation will ~~pay to the creditors a great deal more than they could possibly receive under any~~ be more beneficial than the most successful form of liquidation, ~~no matter how successful such liquidation may be, we make you the~~ following proposition, is submitted;

The co ~~we~~ will pay you in cash on the confirmation of the composition in bankruptcy to be offered herein, per cent on the amount of your claim, and ~~we~~ it will execute ~~our~~ its promissory notes payable as follows:-

Rider:

Mr. Griffith has volunteered to endorse all of the said notes. He has complete confidence that the company will be able to work out its own salvation, and regardless of the guarantee of his endorsement, he is unwilling to have any one who has become associated with him in this venture, suffer any loss. Mr. Griffith's attitude has thus made it possible to offer the very favorable terms presented in this letter.

10 per cent on May 1, 1921;

10 per cent on September 1, 1921;

20 per cent on December 31, 1921;

15 per cent on May 1, 1922;

15 per cent on September 1, 1922;

10 per cent on December 31, 1922.

Mr Griffith has volunteered to endorse

All of the said notes ~~will be endorsed and guaranteed~~ ~~as follows: [illegible] [illegible] [illegible]

CITIZENS TRUST AND SAVINGS BANK
308 BROADWAY LOS ANGELES

OFFICE OF THE PRESIDENT

January
Eleventh
1921

Dear Mr. Griffith:-

This is to thank you for the fine courtesy to Mrs. Monnette and myself in sending your autograph for our little daughter, Miss Helen Hull Monnette. Your act is noted with grateful hearts.

Very sincerely yours,

Orra E. Monnette

Mr. D. W. Griffith,
Mamaroneck,
New York.

EXECUTIVE COUNCIL

The American's Creed

Accepted April, 1918, by the Speaker of the House of Representatives on behalf of the American People.

WASHINGTON HEADQUARTERS
OFFICES OF CLERK, HOUSE OF REPRESENTATIVES
CAPITOL BUILDING

HEADQUARTERS FOR CORRESPONDENCE AND INFORMATION
849 PARK AVENUE, BALTIMORE, MD.

COMMITTEE ON PUBLICATION:

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CHARLES HANSON TOWNE

ADVISORY COMMITTEE:

UNITED STATES COMMISSIONER OF EDUCATION

MEMBERS OF CONGRESS

GOVERNORS OF STATES

HEADS OF PATRIOTIC ORGANIZATIONS, AND OTHER AMERICANS IN PUBLIC AND PRIVATE LIFE

January 11, 1921.

Mr. A.H.T. Banzhaf,
2 Rector Street,
New York, N.Y.

My dear Mr. Banzhaf,

I don't imagine that anything very definite came of your talk with Mr. Griffith at lunch on Friday, but I should like to know if you had a chance to present the play, "The Birth of America", to him in the form in which I now have it, that is, for amateur production.

As I ~~wrote~~ told you, I would rather have Mr. Griffith take hold of this than anyone else in the movie world, but, of course, I know that he may be extremely busy and all that. Nevertheless, if he thought that there were the same possibilities as in "The Birth of A Nation" in this play, without the objections raised to the latter, I believe he would take hold any time at all.

Yours very truly,

Matthew Page Andrews

#114 B

AGREEMENT made this eleventh day of January, 1921, between JOHN SMITH, of Chandler Building, New York City, hereinafter designated as SMITH, and JAMES WILLIAM, of New York City, professionally known as WILLIS GREENFIELD, hereinafter designated as the "ARTIST", as follows:-

FIRST: The ARTIST hereby engages SMITH as his personal representative and business manager and also as his adviser in the further development and training of his voice and artistic qualities in pursuing his career as a singer, for a period of five years from the date of his first public, paid appearance after the signing of this contract.

SECOND: SMITH agrees to furnish SAM JONES as instructor for the Artist to further train and perfect his voice, teach the ARTIST the artistic interpretation and traditions of his operatic roles, arias, songs, etc. for an artistic and musical career and to give the ARTIST such advice and suggestions from time to time as may be appropriate or helpful for the artistic success of the ARTIST, and to continue such advice during the term of this agreement.

SMITH further agrees to negotiate with managers for the appearances of the ARTIST: to attend to and arrange all the bookings for the appearances for the ARTIST in musical, operatic and dramatic performances, concerts, vaudeville, for the mechanical reproduction of his voice and for his acting in motion pictures; to mainta in at his own expense an office with facilities which the ARTIST may use and avail himself of; to attend to the details in connection with the transportation of the ARTIST: to attend to all advertising, (obtaining credit and special concessions for the ARTIST in the leading American muscial papers) billing, program and press matter; to make and execute in the name of the ARTIST as his personal representative, business manager and attorney in fact,

any and all contracts for or in connection with the engagements of the ARTIST** and to give his attention to the business of the Artist** and generally to use his best endeavors and to exert himself for the best interest, profit, benefit and advantage of the ARTIST, to the utmost of his skill, experience and ability.

THIRD: SMITH agrees to pay to the ARTIST upon the signing of this agreement the sum of Fifty Dollars ($50,00) the receipt whereof is hereby acknowledged, and commencing with the week of May 9th 1921, SMITH agrees to apy to the ARTIST the sum of Thirty Dollars ($30.00) per week for eighteen consecutive weeks.

FOURTH: (A) The ARTIST agrees during the term of this agreement to faithfully and regularly take vocal instructions and strictly follow the teaching given by him the instructor furnished by SMITH; and to faithfully obey and follow the advice and direction of SMITH in all matters that might affect the ARTISTS mucical career.

(B) The ARTIST agrees not to sing, perform, or render any professional services of any kind for any person firm or corporation, either for pay or gratuitously, without the written consent of SMITH, and that he will not, without like consent, sing for the purpose of making records for the mechanical reproduction of his voice.

(c) It is the intention hereof that the ARTIST will devote his entire time to his musical education and to professional performances under this agreement subject to reasonable vacations as required for rest and health.

FIFTH: It is agreed that in the event ~~that~~ the ARTIST shall be unable to fulfill any engagements during the term of this agreement because of loss of vaoice or other

physical disability, then the time of such disability shall not be regarded as a part of the period covered by this agreement, but this agreement shall be extendedby a period of time equal to the period during which the ARTIST was unable to fulfuill his engagements because of such disability.

SIXTH: The ARTIST agrees to pay to SMITH for all his services rendered hereunder in liew of all salary a sum equal to Thirty per cent (30%) of all moneys, earnings, compensation or share of receipts accruing to the ARTIST during the term of this Agreement, from any and all engagements in which the ARTIST may render services and on account of the mechanical reproduction of his voice. After the expiration of the term of this agreement and for so long as any moneys shall accrue to the ARTIST under any agreement or under any renewal of any agreement negotiated or consummated during the term hereof, the ARTIST agrees to pay SMITH Thirty per cent (30%) of all moneys accruing to the ARTIST there under. Said sums shall be paid to SMITH at the time when such moneys, earnings compensations or share of receipts shall accrue and become payable to the ARTIST.

The ARTIST further agrees to reimburse SMITH from time to time as requested for all advertising and other expenditures made by him or reasonable incurred in connection with the business of the ARTIST.

While it is the intention of this agreement that all moneys, earnings, compensation or share of receipts shall be paid through SMITH, occasions may arise where this will be impracticable or inconvenient; and in such cases all moneys, earnings, compensation or share of receipts directly received by the ARTIST shall be fully accounted for by the ARTIST and the ARTIST agrees promptly after receipt thereof to pay to SMITH Thirty per cent thereof.

SEVENTH: To assure to SMITH payment for his services as herein provided, the ARTIST agrees to deliver to SMITH each week when the ARTIST performs, a written assignment of so much of the ARTIST'S salary or other compensation as is hereinablve agreed upon to be SMITH'S compensation, and if not so delivered, SMITH is hereby irrevocable authorized to draw an assignment to himself or any other person or corporation for such an amount, execute the same in the name of the ARTIST; and SMITH or such other person or corporation designated by SMITH shall collect thereon with the same force and effect as if signed by the ARTIST in person, firm or corporation for whom the ARTIST SHALL render services, to deduct such sums from his salary or other compensation and pay the same over to SMITH; in which event this instrument shall be sufficient authority for such management or other person, firm or corporation to make such deduction and payment

EIGHTH: It is agreed that the said compensation of Thirty per cent (30%), which the said ARTIST agrees shall be paid to SMITH, shall be a continued interest, and shall not be recovable at the pleasure of the ARTIST. Thist Agreement, being a contract and power of attorney, is intended to confer an agency coupled with an interest; and the payment to SMITH as adviser, personal representative and business manager and his right to receive the compensation provided for by this agreement are the inducements for entering into this agreement by SMITH and for the rendering of the services to be performed by him as contemplated herein.

NINTH: In all advertising done by SMITH on behalf of the ARTIST, SMITH may add a statement that the ARTIST is under his direction and management.

TENTH: It is agreed that SMITH shall not be required to devote his entire time to the business of the

ARTIST, but shall be free ~~of~~ to engage in other business.

ELEVENTH: Nother herein contained shall be deemed to constitute a partnership between the parties to this agreement.

TWELFTH: This agreement shall endure in favor of SMITH, his executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first written above,

(Sgd) JOHN SMITH

(Sgd) JAMES WILLIAM
WILLIS GREENFIELD

#114A

104

AGREEMENT made this eleventh day of January 1921, between JOHN SMITH, of Chandler Building, New York City, hereinafter designated as SMITH, and JAMES WILLIAM, of New York City, professionally known as WILLIS GREENFIELD, hereinafter designated as the "ARTIST", as follows:-

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** and to give his attention to the business of the Artist.

THIRD: SMITH agrees to pay to the ARTIST upon the signing of this agreement the sum of Fifty Dollars ($50.00) the receipt whereof is hereby acknowledged, and commencing with the week of May 9th, 1921, SMITH agrees to pay to the ARTIST the sum of Thirty Dollars ($30.00) per week for eighteen consecutive weeks.

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(b) The ARTIST agrees not to sing, perform, or render any professional services of any kind for any person firm or corporation, either for pay or gratuitously, without the written consent of SMITH, and that he will not, without like consent, sing for the purpose of making records for the mechanical reproduction of his voice.

(c) It is the intention hereof that the ARTIST will devote his entire time to his musical education and to professional performances under this agreement subject to reasonable vacations as required for rest and health.

FIFTH: It is agreed that in the event the ARTIST shall be unable to fulfill any engagements during the term of this agreement because of loss of voice or other physical disability, then the time of such disability shall not be regarded as a part of the period covered by this agreement, but this agreement shall be extended by a period of time equal to the period during which the ARTIST was unable to fulfill his engagement because of such disability.

SIXTH: The ARTIST agrees to pay to SMITH for all his services rendered hereunder in lieu of all salary a sum equal to Thirty per cent (30%) of all moneys, earnings, compensation or share of receipts accruing to the ARTIST during the term of this Agreement, from any and all engagements in which the ARTIST may render services and on account of the mechanical reproduction of his voice. After the expiration of the term of this agreement and for so long as any moneys shall accrue to the ARTIST under any agreement or under any renewal of any agreement negotiated or consummated during the term hereof, the ARTIST agrees to pay SMITH Thirty per cent (30%) of all moneys accruing to the ARTIST thereunder. Said sums shall be paid to SMITH at the time when such moneys, earnings, compensations or share of receipts shall accrue and become payable to the ARTIST.

The ARTIST further agrees to reimburse SMITH from time to time as requested for all advertising and other expenditures made by him or reasonably incurred in connection with the business of the ARTIST.

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SEVENTH: To assure to SMITH payment for his services as herein provided, the ARTIST agrees to deliver to SMITH each week when the ARTIST performs, a written assignment of so much of the ARTIST'S salary or other compensation as is hereinabove agreed upon to be SMITH'S compensation, and if not so delivered, SMITH is hereby irrevocably authorized to draw an assignment to himself or any other person or corporation for such an amount, execute the same in the name of the ARTIST, and SMITH or such other person or corporation designated by SMITH shall collect thereon with the same force and effect as if signed by the ARTIST in person, and to demand of, and require, the management of the theatre or other place of amusement where the ARTIST may be performing, or from any other person, firm or corporation for whom the ARTIST shall render services, to deduct such sums from his salary or other compensation and pay the same over to SMITH; in which event this instrument shall be sufficient authority for such management or other person, firm or corporation to make such deduction and payment:

EIGHTH: It is agreed that the said compensation of Thirty per cent (30%), which the said ARTIST agrees shall be paid to SMITH, shall be a continued interest, and shall not be revocable at the pleasure of the ARTIST. This agreement, being a contract and power of attorney, is intended to confer an agency coupled with an interest; and the payment to SMITH as adviser, personal representative and business manager and his right to receive the compensation provided for by this agreement are the inducements for entering into this agreement by SMITH and for the rendering of the services to be performed by him as contemplated herein.

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ELEVENTH: Nothing herein contained shall be deemed to constitute a partnership between the parties to this agreement.

TWELFTH: This agreement shall endure in favor of SMITH, his executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first written above.

(Sgd) JOHN SMITH.

(Sgd) JAMES WILLIAM
WILLIS GREEFIELD.

Carl de Vidal
Hundt
5 W. 82d
Schuyler 4110

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

Handled
Mail Dept.
By W. N.

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK January 11,1921.

D. W. Griffith,Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sirs:

We have received your check for $8,000., account payment of your "Way Down East" note, leaving a balance due of $76,235.24.

Yours very truly,

Assistant Secretary.

DH.C
Banking

17 500.00
98 764 76
76 235 24
OK

Wash

January 11, 1921

Mr. J. Pizzola,
25 West Park Avenue,
Clairton, Pa.

Dear Sir;

Please advise me immediately whether you will return the complete print of "The Mother and the Law" consisting of seven (7) reels and reel case to D. W. Griffith Service, 308 Longacre Building, New York, N. Y., via express, if check for $39.20 is forwarded to you.

We will be able to clean this matter up speedily if you will agree to send the print as above immediately upon receipt of check.

Very truly yours,

R

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

City Court of The City of New York.

EXIDE BATTERY DEPOTS, INC.

Plaintiff

-against-

D. W. GRIFFITH, INC.,

Defendant.

Summons.

To the Defendant

Notice is hereby given to you that, upon your default to appear, or answer the above summons, judgment will be taken against you for the sum of $....., with interest from the.....day of.....19..... , and with the costs of this action.

William U. Goodbody
Plaintiff's Attorney

37 Liberty Street

New York City

26[illegible].—Summons.

Polhemus Printing Company, Printers an[illegible]g Stationers
121 Fulton St., New York.

City Court of The City of New York.

EXIDE BATTERY DEPOTS, INC.,

Plaintiff

-against-

D. W. GRIFFITH, INC.,

Defendant.

Summons.

To the above named Defendant

You are hereby Summoned to answer the complaint in this action, and to serve a copy of your answer on the Plaintiff's Attorney within six days after the service of this summons, exclusive of the day of service; and in case of your failure to appear, or answer, judgment will be taken against you by default, for the relief demanded in the complaint.

Dated January 11th, 19 21.

William U. Goodbody, *Plaintiff's Attorney*

Office and Post Office Address:

No. 37 Liberty Street,

New York City.

Stories

LAW OFFICES
FRANCIS E. BREWSTER
I. HAZLETON MIRKIL
HAZLETON MIRKIL, JR.
J. MICKLE HEMPHILL
J. MONTGOMERY FORSTER

407 LAFAYETTE BUILDING
N. E. COR. 5TH AND CHESTNUT STREETS
PHILADELPHIA

11 January 1921.

Albert H. Banzhaf, Esq.,
2 Rector Street,
New York

My dear Mr. Banzhaf:

May I not please have immediate word from you concerning the studio's proposed action in the matter of payment to Mr. Hergesheimer for "Tol'able David", concerning which we spoke at our conference in your office several weeks ago when you stated that I would receive definite word on the subject at the end of the final week of 1920.

Yours truly,
J. Mickle Hemphill

JMH/S

Form 1220

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

104NYM 107N 3EX

M LOSANAGELES CALIF 1150A JANY 12 1921

ROBT BANZHAF

2 RECTOR NEWYORK

DESIRE FOLLOWING INFORMATION IMMEDIATELY WHAT CONTRACTS ARE NOW BOOKED IN CANADA FOR WAY DOWN EAST AND WHEN WILL SAME BE PLAYED STOP IS THERE ANYTHING IN SCHUBERT CONTRACT PREVENTS UNITED BOOKING IMMEDIATELY CANADIAN TERRITORY STOP OURNUNDERSTANDING OF PROPOSITION IS THAT UNITED ADVANCE SIXTY FIVE THOUSAND AGAINST CLIENTS SHARE OF FUTURE RECEIPTS ON PICTURE THE DIVISION IN CANADA SEVENTY THIRTY AND CONDITIONS OF EXISTING CONTRACT PREVAILING WIRE ANSWER STRAIGHT MESSAGE ALSO STATUS OF QUEBEC AND OTHER CENSORS STOP UNITED MUST BE IN A POSITION TO REALIZE PROMPTLY UPON THE BOOKINGS OF THE PICTURE IN THAT TERRITORY AS YOU KNOW

REGARDS FROM ALL OUT HERE

OBRIEN,FAIRBANKS STUDIO HOLLYWOOD.

317P

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

NEW ROCHELLE,

TELEPHONE NO. 11.90

TELEPHONED TO

TIME 8:14 a

BY VW TO HE

32NYSY68NL

LOS ANGELES CALIF JAN 12

D W GRIFFITH

MAMARONECK NY

9.00

THIS RECENT ACTION OF YOURS WITH WAY DOWN EAST IS MOST UNFAIR STOP IT SEEMS TO ME THAT IF YOU HAD APPLIED A SENSE OF JUSTICE TO A MATTER WHERE HONOR HAD SOMETHING TO DO WITH IT YOUR ASSOCIATES WOULD HAVE GOTTEN A BETTER DEAL I SEND YOU THIS TO LET YOU KNOW HOW I FEEL AND THAT IT MIGHT HAVE SOME EFFECT ON YOU IN THE FUTURE

DOUGLAS FAIRBANKS 840A

Form 1228

Charge to the account of UNITED ARTISTS CORPORATION $

CLASS OF SERVICE DESIRED	
Telegram	✓
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

JAN. 12, 1921

MR. HIRAM ABRAMS
HOTEL ALEXANDRIA
LOS ANGELES, CALIF.

OBRIENS WIRE REGARDING CANADA IMPOSSIBLE AND NOT IN ACCORDANCE WITH PROPOSITION I GAVE GRIFFITH WHICH WAS THAT UNITED ADVANCE SIXTY FIVE THOUSAND DOLLARS IN CASH FOR WAY DOWN EAST RIGHTS IN CANADA SUBJECT HOWEVER THAT WE TOUR CANADA ROAD SHOWS PAY UNITED ALL PROFITS RECEIVED FROM SUCH SHOWS AND UPON COMPLETION OF SUCH EXPLOITATION UNITED TO DISTRIBUTE ON SAME TERMS AS BLOSSOMS STOP THIS IS PRAGERS AND BURKANS UNDERSTANDING OF PROPOSITION AND BURKAN HAS DRAWN UP CONTRACT ACCORDINGLY LIMITING ROAD SHOWS TOURS HOWEVER TO JUNE FIRST NINETEEN HUNDRED TWENTY TWO BUT LOAN NOT TO RUN MORE THAN NINE MONTHS STOP CENSORS STOPPED PICTURE QUEBEC WITH RESULT OF TERMENDOUS VALUE AS CANADIAN AUTHORITIES SO INCENSED OVER RIDICULOUS ACTION THAT CENSOR MAY BE FORCED TO RESIGN AND WHOLE CENSORSHIP LAW BE RESCINDED STOP PICTURE PASSED TORONTO SLIGHT CUT STOP IF ABOVE PROPOSITION IS CHANGED GREY WILL HAVE LAUGH ON ME AS HE TOLD GRIFFITH PROPOSITION HAD A JOKER AND I AM LOATHE TO TELL GRIFFITH OF THIS CHANGE BECAUSE I CONVINCED HIM OF THE UNITED BOARDS COOPERATION ON PLAN AS ABOVE OUTLINED AND HE HAS PROMISED ME ON STRENGTH OF SAME TO LET YOU BOOK NEXT PICTURE IN ADVANCE AND AS SOON AS YOU RETURN STOP IF THIS NOW FALLS THROUGH I FEAR I WILL NOT BE ABLE TO HOLD HIM IN LINE. REGARDS,

A. H. T. BANZHAF.

CLASS OF SERVICE	
Telegram	✓
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

Hiram Abrams
Hotel Alexandria
Los Angeles Calif

Be sure to put through Canadian deal as paid my wire. Remember that United has approximately Sixty thousand of our money from Tower Flower Contracts also about twenty thousand due us on Brown Blossom Stock. Refusal to carry out deal may be disastrous

charge W. W. Griffith Inc.

Benjamin

Handled
Mail Dept.
By W. N.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK January 12, 1921.

9

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sirs:

We acknowledge receipt of your check for $7,000., representing payment on account of your "Way Down East" note, leaving a balance due of $69,235.24.

Yours very truly,

Assistant Secretary.

WS.C
Banking

January 12th 1921.

Mr. Walter N. Seligsberg, Receiver,
Wark Producing Corporation,
43 Cedar Street,
New York City.

Dear Sir:

As per your request I enclose the Minutes of the first meeting of incorporaters of the of the above Corporation, together with the Minutes of all subsequent meetings of the Board of Directors held on the following dates, viz: December 27th 1915, May 8th 1916, November 27th 1916 and March 3rd 1918, together with copy of the By-Laws, Certificate of Incorporation and Memorandum Agreement between the undersigned, Wark Producing Corporation and the Triangle Film Co. under date of the 5th day of May 1916. This is the only contract which I seem to have in my possession which is not attached to or made part of the Minutes.

I also hand you herewith stock ledger, certificate book and book containing record of certificates of indebtedness as copied from the records of the depository of said certificates, viz. Title Guaranty & Trust Company.

I am going over my records and will send you in the course of a day or so all contracts which I have relative to territorial rights both Foreign and Domestic arising out of the sale of territorial rights of "INTOLERANCE", "FALL OF BABYLON" and "MOTHER AND THE LAW".

Will you kindly acknowledge receipt of the matters above described, and oblige

Very truly yours,

P.S. If there are any other contracts that I may find among my papers relative to the Wark Co. I will be glad to forward the same to you.

A.H.T.B.

P.S. Also enclose Voting Trust Certificate Ledger.

3

$10,000.00 January 12, 1921 19

On Demand after date We promise to pay to

the order of J. C. Epping

Ten Thousand and No/100 ---------- Dollars

at Our office, Orienta Point, Mamaroneck, N. Y.

Value received with interest at 7 per cent per annum.

No. Due On Demand D. W. GRIFFITH INC.

D. W. Griffith President.

Pay to the order of
J. C. Epping

CHARLES SCHWARTZ
LOUIS D. FROHLICH
HUGO VOGT

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

January 12th, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:

I am enclosing herewith report of Morris, Veasey & Company.

I have not yet read it. After you have read it, will you please return it to me and let me know what answer you wish to have me make to them.

Yours very sincerely,

Nathan Burkan

CS:RV
Enc.

JACOB LURIE
MANUFACTURING STATIONER
EMBOSSING-ENGRAVING-PRINTING
69 LIBERTY STREET
NEW YORK
TELEPHONE CORTLANDT 5021

REMOVED TO
123 Liberty Street
Tel. Rector 8138

January 12th, 1921.

SOLD TO Mr. Albert H. T. Banzhaf,
2 Rector St., N. Y. C.

TERMS: NET CASH

100 Consents reprinted from composition standing, with changes	$ 4	75
Re: Wark Producing Co.		

JACOB LURIE
MANUFACTURING STATIONER
EMBOSSING-ENGRAVING-PRINTING
69 LIBERTY STREET
NEW YORK
TELEPHONE ~~CORTLANDT 5021~~ Rector 8138

January 10th, 1921.

SOLD TO Mr. Albert H. T. Banzhaf,
2 Rector St., N. Y. C.

TERMS: NET CASH

100 2pp Circular Letters, printed,) 100 Consents, leagal size, ") 100 Envelopes #10's, ") 100 " #9's, ")	$ 34	00
Re: Wark Producing Co.		

Statement as of January 12th 1921
Certificate of Indebtedness
holders.

Jan.	13	Robert H. Mainzer	61 to 70--1 to10
		Herbert R. Mainzer	59, 60
		Birdie Block	232, 228, 229
		William S. Anderson	224
		Hugo Blumenthal	39 to 48
		Norman Hall	21,31 to 38--106 to 109
	14	Emil Oppenheimer	123
		Arthur E. Fairchild	233
		Albert Stern	111 to 120
		Vera V. B. Richard	142 to 144
		Louis Seligsberg	122
		Percy Stewart	230, 231
		Edwin J. Banzhaf	
		Charles S. Clausen	252
	15	Oscar L. Richard	71 to 80
		George Ehret, Jr.	225 to 227
		Walter N. Seligsberg	121
	15	Henry W. Putman	49 to 58
	17	F. E. Ostwalt	26 to 30
	18	Douglas T. Johnston	102 to 105
	19	Mrs. T. J. Goodsell	264
	19	T. J. Goodsell	265
		Mr. T. Stackpole	251
	21	Stephen Carlton Clark	91 to 100
		Robert Sterling Clark	81 to 90
		W. Beach Day	101
		Frank I Tomlins	110
	22	H. H. Lehman	249
	24	C. R. Oldershaw	270
		A. J. Hosking	300
		S. G. Patee	283
	26	Lewis J. Hampton	253 to 262
		G. W. Gates	284 to 288
		W. D. Rosenberger	289 to 293
		Mabel G. for H.T. Movat	250
	27	Chas. H. Prisk	299
	28	J. A. Barry	294 to 298
	29	S. H. Tallman	198 to 232
	31	Mae Warne Marsh	278, 279
Feb.	2	John Hall	22 to 25
	5	Maud Wimpenny	280 to 282
		A. K. Detwiler	266 to 269
	8	Knauth-Nachod & Kuhne	11 to 20
	15	Lillian D. Gish	275 to 277
Mar	9	H. E. Aitken	233 to 248
	9	R. E. Aitken	145 to 152

January 12th 1921.

Mr. Russell Palmer,
23 Washington Square, North,
New York City.

Dear Sir:

Relative to the proposed D.W.Griffith Incorporated matter, I beg to hand you herewith copy of By-Laws and Charter of the above Corporation which have not been amended since their adoption.

I also hand you herewith copy of form of assignment which was used with the Guaranty Trust Company for the loan of $315,000. on the picture known as "LOVE FLOWER".

With reference to the articles of incorporation of United Artists Corporation and its By-Laws, beg to advise that the same are not available, but I have copies of the same in my files which your attorneys may inspect at any time. Wish to further state that there is nothing therein contained which will prevent D.W.Griffith Incorporated from assigning or selling any of its interests in the productions which it makes pursuant to the United Artists Corp. contract, a copy of which has been handed to you heretofore. Any further information I can give you I will be pleased so to do.

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

January Twelve,
Nineteen Twenty One.

Dear Mr. Banzhaf:

In a former letter I urged the picture possibilities of my story THE TOBACCO FAMINE AT TAMARAC and said that I would try to get in touch with Alfred H. Brown who had dramatized the story for the legitimate stage.

When I had about despaired of finding him and was very much afraid that he was dead I hit his trail and got into direct touch with him. As a result I am able to send you a synopsis of the stage comedy.

I believe that you will agree with me that this synopsis shows something of the possibilities of the story for screen use; that it introduces a lot more action than does the story; that it broadens the appeal and that it is decidedly more dramatic than the story.

Undoubtedly a skillful continuity writer could take Mr. Browns version and increase its punch even more than Mr. Brown has increased the dramatic features of the magazine story.

Anyhow, here is the synopsis of the play and my request that you give it the most careful and friendly consideration irrespective of any decision which you may have reached from a reading of the story. Frankly, I have high hopes for this little comedy -- not as a "world-beater" but as a thing which makes a sure appeal because it has the right firing range on human nature.

It is well to remember, too, that this appeal is emphasized and intensified by the fact

that, in this dry time, the question is everywhere raised: Are the reformers going to take tobacco away from us as they have taken liquor? The cartoonists and the joke-writers are constantly ringing the changes on this question.

Please give me your impressions as soon as you have read the inclosed dramatic version of the story.

Pardon the appearance of this letter, please. My stenographer is away today and I am not a machine operator myself.

Sincerely

Forrest Crissey

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT NEW ROCHELLE,

TELEPHONE No. 1190
TELEPHONED TO
TIME 10 am
BY VW TO BE

18NYSY6C COLLECT 2 EX NL

HOT SPRINGS ARK JAN 12

DAVID W GRIFFITH

PERSONAL DELIVERY GRIFFITH STUDIOS MAMARONECK NY

DEAR MR GRIFFITH PLEASE ANSWER MY SPECIAL LETTER AND BE SO KIND AND GENEROUS AND WIRE ME SEVENTY FIVE DOLLARS SO I CAN START MY TREATMENT AND BATHS AT ONCE AM DESPERATELY IN NEED AND WILL BE GREATFUL TO YOU FOR HELPING ME WHEN I GET WELL AND BE ABLE TO WORK AGAIN ANXIOUSLY AWAITING WIRE ANSWER

A W HALE

817A

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT. GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 195 BROADWAY, N. Y.

A50GS 140 NL

LOSANGELES CALIF 12

1921 JAN 13 AM 6 22

ALBERT BAUZHAF 8722

2 RECTOR ST NEWYORK NY

MARY AND DOUGLAS DONT SEE HOW CORPORATION CAN LEGALLY LOAN MONEY BELONGING TO ARTISTS STOP UNDERSTAND DOWN EAST IS ASSIGNED AS SECURITY TO BANKS AND CANNOT BE LEGALLY ASSIGNED TO CORPORATION STOP CORPORATION AS YOU KNOW CANNOT WAIT NINE MONTHS FOR REPAYMENT OF LOAN STOP MARY AND DOUGLAS DESIRE TO ASSIST YOUR CLIENT IN PRESENT SITUATION AND SUGGEST FOLLOWING STOP IF PICTURE OF CLIENT NOW BEING FINISHED IS FREE OF LIENS AND CLIENT WILL ALLOW ABRAMS

RECEIVED AT

A50GS SHEET 2

1921 JAN 13 AM 6 22

TO START BOOKING SAME IMMEDIATELY CORPORATION WILL ADVANCE SIXTY FIVE THOUSAND OF MONEY IN GUARANTY BE REPAID FROM FIRST BOOKINGS STOP ABRAMS TO HAVE AUTHORITY TO BOOK CONTRACTS FOR PICTURE WITHOUT INTERFERENCE UNTIL SUM IS REPAID STOP MARY AND DOUGLAS THINK CLIENT SHOULD COOPERATE WITH CORPORATION BY ALLOWING CORPORATION TO BOOK DOWN EAST IN CANADA IMMEDIATELY FOLLOWING THE FULFILLMENT OF PRESENT CONTRACTS REGARDS

TBRIEN.

Telegram X

WESTERN UNION TELEGRAM

JANUARY 13 1921

DENNIS F O'BRIEN
c/o FAIRBANKS STUDIO
HOLLYWOOD LOS ANGELES CALIFORNIA

IMPOSSIBLE TO PERMIT ABRAMS BOOK PICTURE CANADA UNTIL COMPLETION ROAD SHOW TOURS AS CLIENT WILL POSITIVELY NOT CONSENT STOP IT WOULD BE MISTAKE FOR ALL CONCERNED TO FOLLOW ONE PLAN OF BOOKING CANADA AND ANOTHER THIS COUNTRY STOP SIXTYFIVE THOUSAND IS NOT A LOAN BUT ADVANCE GUARANTEED BY NOTE AND ASSIGNMENTS OF RECEIPTS FROM ROAD SHOWS AND FINAL DISTRIBUTION UNDER REGULAR CONTRACT STOP ASSIGNMENT OF PICTURE TO BANK WAS MADE SUBJECT TO UNITEDS BOOKING RIGHTS AND BANK UNDER AGREEMENT IS ACCEPTING FIFTEEN THOUSAND WEEKLY IN LIQUIDATION STOP LAST WEEK NET PROFITS PICTURE FORTYEIGHT THOUSAND IF WE ARE COMPELLED TO DISCONTINUE PRODUCTION FOR TWO MONTHS BANK LOANS COULD BE LIQUIDATED THIS HOWEVER WOULD BE BAD POLICY FOR ALL CONCERNED TORONTOS SHOW ALONE SHOULD NET AFTER SECOND WEEK SIX TO EIGHT THOUSAND WEEKLY PITTSBURGH NETTED THIRTEEN THOUSAND LAST WEEK ADVANCE WOULD BE REPAID THREE MONTHS EASILY WILL GUARANTEE PAYMENT FOUR MONTHS NOTE STOP UNITED HAS MORE THAN SIXTY THOUSAND IN ADVANCE BOOKINGS OF OUR MONEY THEREFORE UNITED WILL NOT BE INCONVENIENCED AND MY CLIENT ACCEPTED PROPOSITION AS PER WIRE TO ABRAMS AND BOTH PRAEGER AND NAT UNDERSTOOD PROPOSITION TO BE AS SUBMITTED TO MY CLIENT . ANY CHANGE ~~IN TERMS~~ WOULD BE GREAT EMBARRASSMENT TO ME AND IMPOSSIBLE TO CONSUMMATE REGARDS BERT

Chg. Albert H T Banzhaf
2 Rector Street,
Room 1615

January 13th 1921.

Mr. Praeger, TREASURER,
United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Praeger:

As per your request over the 'phone I beg to advise you that D.W.GRIFFITH INCORPORATED has not assigned or hypothecated in any manner the picture now being constructed at the Griffith Studio which is known under the working title as "U-2" and is intended to be the next picture to be released by Mr. Griffith on the United Artists' Program pursuant to the terms of the Griffith contract. We have, however, under contemplation a proposition to assign the Company's interest in said picture subject to the rights of the United Artists' Corporation to distribute the same to an individual as collateral security for a certain loan. If this deal should be consummated we will be glad to inform you thereof.

Very truly yours,

D.W.GRIFFITH INCORPORATED

By_____

Secretary.

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

JEROME C. JACKSON
COUNSELOR AT LAW
1476 BROADWAY, NEW YORK
ROOM 801
PHONE 7835 BRYANT

January 13th, 1921.

Mr. D. W. Griffith,
1476 Broadway,
New York City.

My dear Mr. Griffith:

This will introduce Miss Kowalsky, from San Francisco, who, I feel sure, if you will see her for just a moment, you will re-call having met her in California, and who is a friend and a client of mine. I will personally appreciate even a moment that you will give her.

Very sincerely yours,

Jerome Jackson

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

January 13th 1921.

Mr. Elmer Clifton,
D. W. Griffith Studio,
Mamaroneck, N. Y.

Dear Mr. Clifton:

I enclose herewith copy of Abstract of Contracts made by Mr. Major which he left in my possession and which you requested over the 'phone.

In conjunction with your understanding with Mr. Griffith, were you to receive the bonus of $250. a week from January 1st this year until the U 2 is finished or were you to receive it until the expiration of your present contract, viz: on or about June 23, 1921.

As previously stated to you over the wire, Mr. Epping has the figures of percentages to which you are entitled and the net profits of "Way Down East" and the data of the payments of the other sums which are due you and as soon as I can get an opportunity I will have him give you a letter containing the amounts and terms of such payments.

With kindest regards, I remain

Very truly yours,

AHTB:MD
Enc. 1

Abstract of B Contract

Contract one year from June 1,1920 -May 31,1921
at $750.00 weekly.

Producer agrees to pay on

Dec. 31,1920 the sum of ~~$10,800.00~~ 6683.75
(3% net profits of C-Series, 1-7
inclusive, and $3000.00 in full for the
"Idol Dancer".)

June 1,1921 the sum of ~~$12,600.00~~ 11527.73 bonus
on the following pictures;
6% Series C-8 and C-9.
3% "Gamest Girl" N3.

Note; In A and B any amounts paid
Director in excess of receipts on pictures
shall on May 31,1921 be charged against
Director's Bonus Account.

Additional Bonus period June 1,1920 to
Dec. 31,1920 equal $250.00 weekly as an
advance of 3% bonus on "Way Down East"
~~and the next following production of~~.
said bonus and percentage to be paid on
or before March 31,1921.

E C Productions

On and after Jan. 1,1921
Not to exceed $125,000.00 unless consented to
before production starts

25% bonus net profits from all sources

Option to producer on 4 additional pictures on
same terms. Option to be exercised on final
completion of 1st. Production.

Further Option to producer -- 4 additional
Productions - $1,000.00 a week salary - 25% bonus

Investment after the 1st. Production

Investment in 1st. additional 4. in any or all up
to 25% of total cost to earn at the rate of 12½%
net profits less Director's 25% bonus

2d additional 4. up to 50% under same conditions
to earn 25%

Contract one year. June 1,1920 - May 31, 1921
Salary $750.00 Weekly. Bonus $250.00 Weekly
until the completion of Production of U2.
~~unless the Elmer Clifton Productions are started before that time.~~

Producer agrees to pay

Dec. 31,1920	~~$10,800.00~~ 6083.75	3% net of the profits C-Series 1-7 inclusive, $3,000.00 in full for the "Idol Dancer". This amount less percentage paid on this series to date. and percentage on "Girl who stayed at home"
March 31,1921	7,750.00 26 Wks @ 250.00	Additional bonus period June 1,1920 to Dec. 31,1920 equals $250.00 weekly as an advance of 3% bonus on "Way Down East" ~~[illegible] following Production.~~
June 1,1921	~~12,600.00~~ 11527.73	6% Series C-8 and C-9 3% "Gamest Girl" (N3) This amount less percentage paid on these pictures to date.
Sept 1st 1921 26 Wks @ 250.00	7750 -	Additional Bonus period Jany 1st 1921 to June 1st 1921 equal to $250 weekly as advance of 3% bonus on Way Down East
	33111.48	

NOTE: {$33,111.48}

250 bonus to be paid to end of present contract

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered to inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 13, 1921.

Edwin J Baughof (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificate~~s~~ of indebtedness numbered - - - -223- - - -~~To~~ - - - - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 13th, 1921.

Arthur Le Jairetaler (L. S.)

_____ (L. S.)

_____ (L. S.)

9/150

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered 232, 228 and 229 ~~to~~ - - - - - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 13, 1921.

Bridie Black (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered 224 - - - - - - - - xxx - - - - - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
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15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 13, 1921.

William S. Anderson (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - - -39 - - - - to - - -48 - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 13, 1921.

Hugo Blumenthal (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - - -123 - - - - - - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 13th, 1921.

Emil Oppenheimer (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered ~~xxxx~~ 21, 31 ~~-v--~~ to 38, 106 to 109 inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 13, 1921.

Norman Hall (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered 111 to 120 - - - - - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 13th, 1921.

Albert Stern (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - - 142- - - - to 144- - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 13th, 1921.

Vera V B Richard (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered 230 - - - - - - to 231 - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 13th, 1921.

Percy Stewart (L. S.)
52 William St (L. S.)
N.Y. City (L. S.)
N.Y.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered 61 to 70, 1 - - to 10 - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 13th, 1921.

Robert H. Mainzer (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - -59 - - - to 60 - - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 13, 1921.

Herbert R. Mauzer (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 ~~We~~, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - - 71 - - - to - - - 80 - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, ~~we~~
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith, together with interest on said notes and any profits that may accrue thereafter on the shares of stock in my name.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 14th, 1921.

Oscar L. Richard (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - -225- - - - - to - - - -227- - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 14th, 1921.

George Ehret Jr.
_____ (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - - -49 - - - to 58 - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 14, 1921.

Henry W. Putnam (L. S.)

_____ (L. S.)

_____ (L. S.)

7 F. Ostwald

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered -- - - - - - 26 - - to 30 - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 14th, 1921.

F. E. Ostwald (L. S.)
c/o Fifth Avenue Bank N.Y.
(L. S.)
Home address
St Regis Hotel (L. S.)
N.Y.

LIST OF STOCKHOLDERS OF WARK PRODUCING CORPORATION.

STOCKHOLDER.	ADDRESS.	BALANCE NO. OF SHARES HELD.
Aitken, H. E.	1459 Broadway, N. Y. C.	150
Aitken, R. E.	1459 Broadway, N. Y. C.	24
Anderson, William B.	74 Broadway, N. Y. C.	1
Barry, J. A.	690 Magnolia Ave., Pasadena, Calif.	5
Block, Benjamin.	74 Broadway, N. Y. C.	3
Blumenthal, Hugo.	5 Nassau Street, N. Y. C.	10
Clark, Robert Sterling.	Cooperstown, New York.	10
Clark, Stephen Carlton.	Cooperstown, New York.	10
Clausen, Charles S.	120 Broadway, N. Y. C.	1
Day, W. Beach.	149 Broadway, N. Y. C.	1
Detwiler, A. K.	1312 Baker-Detwiler Bldg., Los Angeles, Cal.	4
Ehret, George, Jr.	235 East 92nd Street, N. Y. C.	3
Fairchild, Arthur, E.	c/o Fairchild Pub. Co., 822 Broadway, , New York City.	1
Gates, C. W.	500 Columbia St., Pasadena, Calif.	5
Gish, Lillian D,	307 West 98th St., New York City.	3
Goldstein Co.L.A. Inc.	650 So. B'way, Los Angeles, Calif.	16
Goodsell, T. J.	c/o Goodsell Mfg. Co., Toledo, Ohio.	1
Goodsell, Mrs. T. J.	2124 Robinwood Ave., Toledo, Ohio.	1
Griffith, D.W. & A.H.T. Banzhaf. (Voting Trustees)	2 Rector Street, New York City.	795
Hall, John R.	5 Nassau Street, New York City.	4
Hall, Norman.	5 Nassau Street, New York City.	28
Hampton, Lewis J.	1080 N. Marengo Ave., Pasadena, Calif.	10
Hosking, A. J.	c/o Star News, Pasadena, Calif.	1
Howdershell, B.J. & Wm. Niven.	1312 Baker-Detwiler Bldg., Los Angeles, Cal.	1
Johnston, Douglas.	149 Broadway, New York City.	4
Lehman, H. H.	c/o Union National Bnk., Pasadena, Cal.	1
Mainzer, Herbert R.	105 W. 40th Street, New York City.	2
		1095

	Over	1095
Mainzer, Robert H.	5 Nassau Street, New York City.	20
Marsh, Mae.	116 Riverside Drive, New York City.	2
Mouat, H. S.	Central Bank, Pasadena, Calif.	1
Oldershaw, C. R.	535 Jackson Street, Pasadena, Calif.	5
Oppenheimer, Emil.	221 Fourth Avenue, New York City.	1
Patee, L. G.	c/o Don Lee Garage, Pasadena, Calif.	1
Prisk, Charles H.	Pasadena, California.	1
Putnam, Henry W.	108 Chambers Street, New York City.	10
Richard, Oscar L.	31 Broadway, New York City.	10
Richard, Vera V. B.	376 Grand Street, New York City.	3
Rosenberger, W. D.	40 So.Fair Oaks, Pasadena, Calif.	5
Seligsberg, Louis.	11 Broadway, New York City.	1
Seligsberg, Walter.	1459 Broadway, New York City.	1
Stackpole, T.	c/o J.B.Greenhut, 18thSt. & 6th Ave.,N.Y.	1
Stewart Percy ~~Steinman, Edward.~~	c/o Kuhn, Loeb & Co., 52 William Street, New York City.	2
Stern, Albert.	40 Exchange Place, New York City.	10
Sterrett, C. E.	Titersville, Pa.	2
Tallman, S. H.	c/o Central Trust Co.,54 Wall St., N.Y.C.	25
Tomlins, Frank I.	c/o Hallgarten & Co., 5 Nassau Street, New York City.	1
Triangle Film Corp.	1459 Broadway, New York City.	300
Winpenny, Maude.	646 So. Spring Street, Los Angeles, Cal.	3
	Total.	1,500

LIST OF STOCKHOLDERS OF WARK PRODUCING CORPORATION.

STOCKHOLDER.	ADDRESS.	BALANCE NO. OF SHARES HELD.
Aitken, H. E.	1459 Broadway, N. Y. C.	150
Aitken, R. E.	1459 Broadway, N. Y. C.	24
Anderson, William B.	74 Broadway, N. Y. C.	1
Barry, J. A.	690 Magnolia Ave., Pasadena, Calif.	5
Block, Benjamin.	74 Broadway, N. Y. C.	3
Blumenthal, Hugo.	5 Nassau Street, N. Y. C.	10
Clark, Robert Sterling.	Cooperstown, New York.	10
Clark, Stephen Carlton.	Cooperstown, New York.	10
Clausen, Charles S.	120 Broadway, N. Y. C.	1
Day, W. Beach.	149 Broadway, N. Y. C.	1
Detwiler, A. K.	1312 Baker-Detwiler Bldg., Los Angeles, Cal.	4
Ehret, George, Jr.	235 East 92nd Street, N. Y. C.	3
Fairchild, Arthur, E.	c/o Fairchild Pub. Co., 822 Broadway, , New York City.	1
Gates, C. W.	500 Columbia St., Pasadena, Calif.	5
Gish, Lillian D,	307 West 98th St., New York City.	3
Goldstein Co.L.A. Inc.	650 So. B'way, Los Angeles, Calif.	16
Goodsell, T. J.	c/o Goodsell Mfg. Co., Toledo, Ohio.	1
Goodsell, Mrs. T. J.	2124 Robinwood Ave., Toledo, Ohio.	1
Griffith, D.W. & A.H.T. Banzhaf. (Voting Trustees)	2 Rector Street, New York City.	795
Hall, John R.	5 Nassau Street, New York City.	4
Hall, Norman.	5 Nassau Street, New York City.	23
Hampton, Lewis J.	1080 N. Marengo Ave., Pasadena, Calif.	10
Hosking, A. J.	c/o Star News, Pasadena, Calif.	1
Howdershell, B.J.& Wm. Niven.	1312 Baker-Detwiler Bldg., Los Angeles, Cal.	1
Johnston, Douglas.	149 Broadway, New York City.	4
Lehman, H. H.	c/o Union National Bnk., Pasadena, Cal.	1
Mainzer, Herbert R.	105 W. 40th Street, New York City.	2
		1,095

		Over 1095
Mainzer, Robert H.	5 Nassau Street, New York City.	20
Marsh, Mae.	116 Riverside Drive, New York City.	2
Mouat, H. S.	Central Bank, Pasadena, Calif.	1
Oldershaw, C. R.	535 Jackson Street, Pasadena, Calif.	5
Oppenheimer, Emil.	221 Fourth Avenue, New York City.	1
Patee, L. G.	c/o Don Lee Garage, Pasadena, Calif.	1
Prisk, Charles H.	Pasadena, California.	1
Putnam, Henry W.	108 Chambers Street, New York City.	10
Richard, Oscar L.	31 Broadway, New York City.	10
Richard, Vera V. B.	376 Grand Street, New York City.	3
Rosenberger, W. D.	40 So.Fair Oaks, Pasadena, Calif.	5
Seligsberg, Louis.	11 Broadway, New York City.	1
Seligsberg, Walter.	1459 Broadway, New York City.	1
Stackpole, T.	c/o J.B.Greenhut, 18thSt. & 6th Ave.,N.Y.	1
Steinman, Edward.	c/o Kuhn, Loeb & Co., 52 William Street, New York City.	2
Stern, Albert.	40 Exchange Place, New York City.	10
Sterrett, C. E.	Titersville, Pa.	2
Tallman, S. H.	c/o Central Trust Co.,54 Wall St., N.Y.C.	25
Tomlins, Frank I.	c/o Hallgarten & Co., 5 Nassau Street, New York City.	1
Triangle Film Corp.	1459 Broadway, New York City.	300
Winpenny, Maude.	646 So. Spring Street, Los Angeles, Cal.	3
	Total	1,500

WARK PRODUCING CORPORATION
Room 303
1476 BROADWAY
NEW YORK

Ba

NEW YORK, N.Y.
JAN 13
6 11 30 AM
1924
HUDSON TERMINAL

RETURNED TO SENDER
UNCLAIMED.
From Pasadena, Cal.

Messrs. B.J. Howdershell & William Niven,
~~% Union National Bank,~~
~~Pasadena, California~~

not called for
return to

ALBERT H. T. BANZHAF, President

WARK PRODUCING CORPORATION

2 RECTOR STREET

Room 1615 NEW YORK CITY

WARK PRODUCING CORPORATION
Room 303
1476 BROADWAY
NEW YORK

Telephone Bryant 6761.

Office of President,
2 Rector Street,
New York City.
'Phone Rector 5820.

January 10th, 1921.

Dear Sir:

A petition in bankruptcy was filed against the Wark Producing Corporation on December 31st, 1920, and on the same day Walter N. Seligsberg of 43 Cedar Street was appointed Receiver by Judge Knox of the United States District Court for the Southern District of New York. This action became necessary because the Wark Company was unable to make payment of the balance due on the certificates of indebtedness and it feared that some of the note-holders would obtain judgments against the company and issue executions against its property, with the result that such creditors might receive payment while others would not. It was to prevent any such contingency and to insure a fair and equitable adjustment to all creditors, that the appointment of a Receiver was consented to.

The Company has already paid 55% of the certificates of indebtedness, and has also paid the bonuses and interest as agreed. The Management is equally confident that it will be in a position to pay the balance due on said certificates of indebtedness, bonuses and interest, if the creditors give the Company an opportunity to work out its salvation.

The causes for its present embarrassment are due to the fact that the motion picture "Intolerance," when first released, was shown only in this country and Canada. European conditions were such that although sales were made to some of the countries, prices were not commensurate with the value of the picture. After "Intolerance" had been exploited as thoroughly as possible under the circumstances, the picture was re-edited by Mr. Griffith, into two separate photo-plays, one entitled "The Fall of Babylon," and the other "The Mother and the Law," and additional scenes were taken to round out the stories as separate and distinct from that of "Intolerance," all without expense to the corporation. These pictures, so cut, were then exploited in the usual method. This distribution was necessarily slow, but the Company has met with considerable success and the management is satisfied that if it can carry on the release of these two pictures in such unsold territory, and sell at the earliest opportunity the remaining foreign rights that it will be able to pay the remaining outstanding certificates of indebtedness in full, together with bonuses and interest due thereon.

The present outstanding certificates are as follows:

Amount of Certificates outstanding:	$135,000.00
10% bonuses on same	13,500.00
Interest to Jan. 1st, 1921	4,050.00
Total	$152,550.00

All other liabilities of the Company (except about $1500 mostly due employees) are subrogated and cannot participate either in a composition or a liquidation until all your claims are paid in full.

Knowing that a continuance of the business of this corporation will be more beneficial than the most successful form of liquidation, the following proposition is submitted:

The Company will pay you in cash on the confirmation of the composition in bankruptcy to be offered herein, twenty-five (25%) per cent. on the amount of your claim, and it will execute its promissory notes payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
15 per cent. on September 1, 1922;
10 per cent. on December 31, 1922.

Mr. Griffith has volunteered to endorse all of the said notes. He has complete confidence that the company will be able to work out its own salvation, and regardless of the guarantee of his endorsement, he is unwilling to have any one who has become associated with him in this venture suffer any loss. Mr. Griffith's attitude has thus made it possible to offer the very favorable terms presented in this letter.

We enclose herewith an agreement which if you will be good enough to sign and return to us, or to Messrs. Zalkin & Cohen, counsel for the receiver, 49 Chambers Street, at once we will try to effect the settlement along the lines outlined herein at the earliest possible moment.

Very truly yours,

WARK PRODUCING CORPORATION,

By Albert W. T. Rangel

President.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - -263 - - - - ~~48~~ - - - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January , 1921.

_____ (L. S.)

_____ (L. S.)

_____ (L. S.)

CABLE ADDRESS "SELLEW"

LAW OFFICES OF
SELIGSBERG, LEWIS & ROTHSCHILD
43 CEDAR STREET
NEW YORK CITY

WALTER N. SELIGSBERG
CLARENCE M. LEWIS
JAY LEO ROTHSCHILD

Wark Bkgy

13th January, 1921.

Albert H. T. Banzhaf, Esq.,
2 Rector Street, New York City.

Dear Mr. Banzhaf: Wark Producing Corporation

This will acknowledge receipt of yours of the 12th inst. with the enclosures stated.

Very truly yours,

W. N. Seligsberg

Receiver-Wark Producing Corporation

WNS/EW

HALLGARTEN & CO.

5 NASSAU STREET

NEW YORK Jan. 13, 1921

Mr. Albert H. T. Banzhaf, President
Wark Producing Corporation,
2 Rector Street,
New York City.

Dear Sir:-

In sending me the enclosed agreement for my signature you put me down as the holder of Certificates of Indebtedness, Numbered 11 to 21 and 31 to 38. I find that these numbers do not agree with the certificates registered in my name and in our possession. They should be 21, 31 to 38 and 106 to 109. Certificates numbered 106 to 109 stood in my name on December 28th, 1915; were transferred to John R. Hall on December 30th, 1915 and were re-transferred to my name on December 26th, 1919.

I also enclose Mr. Hugo Blumenthal's signed assent.

Very truly yours,

Norman Hall

RHM/FY
Enclosure

Stories

January 13th 1921.

Mr. Harry Carr,
c/o D. W. Griffith Studio,
Mamaroneck, New York.

Dear Mr. Carr:

I enclose herewith letter and card received from Mr. Matthew Page Andrews, author of the "Birth of America" and if you have attended the accouchement please advise him whether or not the patient will live and if not please write an obituary that will cause the parent the least possible pain, as no doubt that already was excruciating, and offer the greatest amount of spiritual comfort.

Thanking you for your kind services as the mid-wife, I remain, with condolance,

Sincerely yours,

AHTB:MD
Enc. 2

January 13th 1921.

Mr. Matthew Page Andrews,
849 Park Avenue,
Baltimore, Md.

Dear Mr. Andrews:

In reply to your kind favor of the 11th inst. I beg to advise that I send up to Mr. Griffith a copy of your production "The Birth of America" for his consideration.

I regret to say that I have not been able to see him concerning the same but I have written to Mr. Carr, Mr. Griffith's associate to advise you regarding the same and I am sure he will give your play his usual prompt and careful consideration.

Thanking you again for submitting the same to me, I remain

Very truly yours ,

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT 195 BROADWAY, N. Y.

1921 JAN 14 AM 4 35

A48GS 310 NL 1/70

M LOSANGELES CALIF 13

ALBERT BANZHAF

8642

2 RECTOR ST NEWYORK NY

ABRAMS AND I UNDERSTOOD PROPOSAL AT MEETING OF SATURDAY LAST THAT IN LIEU OF YOUR CLIENTS DESIRE TO SELL OUTRIGHT CANADA FOR AMOUNT IN QUESTION WHICH WOULD PERMIT PURCHASER TO ENJOY FULL BENEFIT FROM EXISTING CONTRACTS IN CANADA AND THEREAFTER TO BOOK PICTURES IN ANY WAY HE SAW FIT UNITED WOULD ADVANCE THAT AMOUNT OF MONEY AND ENJOY THE ABOVE BENEFITS THAT WOULD GO TO THE STATE RIGHT BUYER STOP

A

1921 JAN 14 AM 4 35

A48GS SHEET 2/100

THIS IS WHAT WE REPORTED TO PRINCIPALS HERE STOP MONIES DERIVED AND TO BE DERIVED FROM CLOSED CONTRACTS OF LOVE FLOWER BELONG TO GUARANTY A D ASSIGNMENT OF WHICH CONVEYS NO IMMEDIATE BENEFIT TO UNITED STOP ABRAMS CLAIMS THAT YOUR CLIENT WAS OVERPAID BY MISTAKE ALL OF THE MONIES EARNED ON CONTRACTS NOW PLAYED ON BROKEN BLOSSOMS STOP LOSS ON ROMANCE HAS COMPLTELY USED UP CAPITAL OF CORPORATION SO THAT ANY MONIES THAT WOULD BE PAID TO CLIENT FROM CENTRAL UNION WOULD BE MONIES OF ARTISTS WHICH WE WOULD HAVE NO RIGHT TO USE WITHOUT THEIR CONSENT STOP AS YOU KNOW

1921 JAN 14 AM 4 35

A48GS SHEET 3/100

CREDIT OF CORPORATIONHAS BEEN PRACTICALLY DEFEATED BY TRANSACTIONS FOR ROMANCE DOWN EAST AND LOVE FLOWER AND PRINCIPALS HERE DONT THINK THAT THE BALANCES OF THE CORPORATION OUGHT TO BE FURTHER DEPLETED AND THUS PUT IN JEOPARDY FINANCIAL AFFAIRS OF CORPORATION STOP THEY ARE WILLING AND ANXIOUS TO AID BUT THINK YOUR CLIENT OUGHT TO DEPART SOMEWHAT FROM HIS ARBITRARY STAND STOP THEY ARE WILLING TO ADVANCE AMOUNT SPECIFIED ACCORDING TO OUR UNDERSTANDING AT SATURDAY MEETI G RELATIVE TO DOWN EAST OR IN ACCORDANCE WITH TELEGRAM OF LAST NIGHT RELATIVE TO YOUR CLIENTS NEXT PICTURE THAT HE IS NOW FINISHING STOP

A48GS SHEET 4/40

1921 JAN 14 AM 4 35

YOU APPARENTLY MISUNDERSTOOD TELEGRAM OF LAST NIGHT ABOUT ABRAMS HAVING COMPLETE CHARGE OF BOOKINGS STOP SUCH REFERRED TO CLIENTS NEXT PICTURE WHICH HE IS NOW FINISHING PROVIDING AMOUNT ADVANCED IS ON ACCOUNT OF THE FIRST EARNINGS OF THAT PICTURE REGARDS OBRIEN.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, January 14, 1921.

George T. Scherzinger
Assistant Treasurer

D. W. Griffith, Esq.,
c/o J. C. Eppinger, Esq.,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

PRICE, WATERHOUSE & CO. EXAMINED DEC 1920

Dear Sir:

We wish to advise having received from the United Artists Corporation check drawn on Canada for $245. The proceeds of this check, as shown below, together with check for $3,672.99 has been applied in reduction of your time loan to $201,316.16: OK

Check on Canada for - - - - - - - -	$245.00
Less 13¼% discount - - - - - - - -	32.46
Proceeds - - - - -	$212.54

Yours very truly,

Assistant Treasurer.

66-169-2

6434.72 Canada
107,249.12
113,683.84

315,600.—
113683.84
$201316.16 OK

TBB

D. W. Griffith

Guaranty Trust Company of New York

~~140~~ Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

Fifth Avenue Office
Fifth Avenue and 43rd St.
Cable Address: "Notromco"

Madison Avenue Office
Madison Avenue and 60th St.
Cable Address: "Fidelitas"

London Office
32 Lombard Street, E.C.
Cable Address: "Garritus"

Paris Office
Rue des Italiens 1 & 3
Cable Address: "Garritus"

New York,

James D. Hurd
Assistant Secretary

January 14, 1921.

In replying please refer to number JDH-C

Mr. A. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf:

Confirming our telephone conversation, I hand you herewith, in duplicate, form of assignment of "WAY DOWN EAST," which is satisfactory to our counsel and which we would appreciate having the D. W. Griffith, Incorporated, execute and return to us.

You will note that the balance due on said note is left blank so that the amount can be inserted on the day the instrument is delivered to us.

Yours very truly,

James D. Hurd

Assistant Secretary.

Enclosures 2.

Received profit check from Company D for 1318.44

week ending 1/15 1921.

D.W. GRIFFITH, INCORPORATED
per

Treasurer

WAY DOWN EAST "D"

STATEMENT—WEEK ENDING JAN 15 1921

192

DAY 1921	DATE		CITY	GROSS RECEIPTS	%	NET RECEIPTS	VOUCHER NO	
Sunday Mat.							1	Salaries
" Eve.							2	R. R's.
Monday Mat.							3	Extra Adv.
" Eve.	Jan.	10	Watertown - N.Y.	401 -	✓		4	Bill Posting
Tuesday Mat.		11	"	316 50	✓		5	Transfer
" Eve.		"	"	642 50	✓		6	Printing
Wednesday Mat.		12	"	311 75	✓		7	Home Office
" Eve.		"	"	638 -	✓	✓	8	Tel. & Postage
Thursday Mat.		13	"	377 75	✓		9	Agents Expense
" Eve.		"	"	675 -	✓		10	Stage "
Friday Mat.		14	"	377 -	✓			
" Eve.		"	"	690 -	✓			
Saturday Mat.		15	"	656 50	✓			
" Eve.		"	"	701 50	✓			
				5732 50	70	4012 75	✓	

Receipts over Disbursements

5732 50
70
4012 75

WAY DOWN EAST "D"

EMENT—WEEK ENDING JAN 15 1921 192

	GROSS RECEIPTS	%	NET RECEIPTS	VOUCHER NO		DISBURSEMENTS		
				1	Salaries	1390 -	✓	Signatures
				2	R. R's	23675	✓	
				3	Extra Adv.	374 -	✓	
Mg.	401 -	✓		4	Bill Posting	7795	✓	
	31650	✓		5	Transfer	3050	✓	
	64250	✓		6	Printing	26671	✓	Error in 10¢
	31175	✓		7	Home Office	200 -	✓	
	638 -	✓	✓	8	Tel. & Postage	958	✓	
	37275	✓		9	Agents Expense	5601	✓	receipt Letter 1/18/21
	675 -	✓		10	Stage "	5331	✓	
	377 -	✓					269431	✓
	690 -	✓			Receipts over Disbursements		131844	✓
	65650	✓					401275	✓
	70150	✓						
	573250	70	401275	✓				

STATEMENT
WAY DOWN EAST "D"

Company

Attraction

Week Ending JAN 15 1921

Letter 418

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

NOTICE OF APPEARANCE.—74.

STATIONERS · H. K. BREWER & CO. · NEW YORK
35 NASSAU STREET · 58 LIBERTY STREET · 306 MADISON AVENUE
P. B. ELT.

CITY COURT OF THE CITY OF NEW YORK.

EXIDE BATTERY DEPOTS, INC.,
Plaintiff

against

D. W. GRIFFITH, INC.,
Defendant.

Notice of Appearance,

Sir: **Please to take Notice,** *That the defendant* D. W. Griffith, Inc. *hereby appears in the above entitled action, and that* I have been *retained as Attorney for* it *therein, and hereby demand that a copy of the complaint, and of all* the *papers in this action be served on* me *at* my *office* designated below.

Yours, &c.,

Dated January 16, *1921*

Albert H. T. Banzhaf
Attorney for Defendant.

To William U. Goodbody *Esq.,*
Plaintiffs Attorney

Office and Post Office Address
2 Rector Street,
New York City.

CITY COURT OF THE CITY OF N. Y.

EXIDE BATTERY DEPOTS, INC.,

Plaintiff

Against

D. W. GRIFFITH, INC.

Defendant

Notice of Appearance

of Defendant

Albert H.T.Banzhaf
Attorney for *Defendant*

2 Rector Street,

New York City.

Due service of a notice, of which the within is a copy, is hereby admitted this 14th day of January 19 21.

Wm. E. Goodbody.

Plaintiff's Attorney

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CITY COURT OF THE CITY OF N.Y.

EXIDE BATTERY DEPOTS, INC.,

Plaintiff

-against-

D. W. GRIFFITH, INC.,

Defendant

SUMMONS AND COMPLAINT

William U. Goodbody,
Attorney for Plaintiff
Office & Post Office Address
37 Liberty Street
Borough of Manhattan
New York City.

Rec Jan 14-21

John 4760

Fol. 1 CITY COURT OF THE CITY OF NEW YORK

- x

EXIDE BATTERY DEPOTS, INC., :

Plaintiff :

-against- :

D. W. GRIFFITH, INC., :

Defendant :

- x

The plaintiff complaining of the above named defendant by William U. Goodbody, its attorney, states and
" 2 alleges upon information and belief as follows, that is to say:

FIRST: That the plaintiff now is and at all the times hereinafter mentioned was a corporation organized pursuant to and existing under the laws of the State of New Jersey, and has and at all the times hereinafter mentioned had duly complied with Sections 15 and 16 of the General Corporation Law of the State of New York and has obtained the certificate required by Section 15 of such law, and was at all the times herein mentioned and now is duly
" 3 authorized to carry on business in the State of New York.

SECOND: That at all times hereinafter mentioned, the defendant was and still is a foreign corporation, organized and existing under and by virtue of the laws of the State of Maryland, and has an office for the transaction of business in the State of New York at Number 1476 Broadway, in the Borough of Manhattan, The City of New York.

THIRD: That heretofore between the 21st day of August, 1920, and the 10th day of September, 1920, and on or about said dates, the plaintiff above named at the special
" 4 instance and request of the defendant above named, and at prices agreed upon, sold and delivered to said defendant goods, wares and merchandise of a total reasonable value and

Fol. 5 agreed price of $1028.30.

FOURTH: That no part of said sum of $1028.30 has been paid, although payment thereof has been dulydemanded.

WHEREFORE plaintiff demands judgment in the sum of $1028.30 with interest from the 10th day of September, 1920, together with the costs and disbursementsof this action.

WILLIAM U. GOODBODY,
Attorney for Plaintiff,
Office & Post Office Address,
37 Liberty Street,
Borough of Manhattan,
New York City.

" 6

State of New York }
County of New York } ss.:

WILLIAM U. GOODBODY, being duly sworn, says:

That he is the attorney for the plaintiff in the above entitled action; that he has read and knows the contents of the foregoing complaint, and that the same is true of his own knowledge except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true; that the reason why this verification is not made by the plaintiff is that the plaintiff is a foreign corporation; that the sources of his information and the grounds of his belief as to the matters stated to be alleged upon information and belief are statements made by W. W. Fritz, Jr., the chief clerk of the collection department of the plaintiff.

Sworn to before me this

14 day of January, 1921.

W. U. Goodbody.

Eleanor G. Matthews
Notary Public Bronx County
Ctf. filed in N. Y. Co.
Commission expires March 30, 1922.

PHONE BRYANT 6808

FACTORY, SHARON, MASS.

BAY STATE FILM SALES COMPANY, INC.
DISTRIBUTORS OF
SENSITIVE FILMS FOR MOTION PICTURES
220 WEST 42ND STREET
NEW YORK

Jan. 15, 1921.

D. W. Griffith, Inc.
Mamaroneck, N. Y.

Gentlemen:

Enclosed find our invoice for 59000 feet Unperforated Positive Raw Stock.

We wish to call to your attention, that case #1162 contained only 19000 feet, instead of 20000 feet.

We will however, consider the above shipment a completion of your Purchase Order #4.

Yours very truly,
BAY STATE FILM SALES CO. INC.
Ross A. Coram
TREASURER

RC:MG

At an adjourned special meeting of the Board of Directors of D.W.GRIFFITH INCORPORATED, held at the office of the Company 1476 Broadway, New York City, pursuant to adjournment taken on the 7th day of January 1921, this said special meeting held on the 15th day of January, 1921, at 1 o'clock P.M.

P R E S E N T: ALBERT L. GREY
J. C. EPPING
LEE BENOIST
-and-
ALBERT H.T. BANZHAF

constituting a majority of the Directors, and a quorum.

Mr. Grey presided and called the meeting to order, Mr. Banzhaf recorded.

Mr. Grey stated that this meeting was held pursuant to adjournment taken at the last meeting of the Board of Directors at the meeting held on the 7th day of January, 1921, and that therefore there was no notice of call or waiver of notice necessary to be presented at the meeting.

Upon motion duly made, seconded and carried the minutes of the adjourned meeting were duly read, confirmed and approved.

The Treasurer, Mr. Epping, submitted to the Board an estimated profit and loss statement for the Six (6) months ending January 1st 1921, together with the estimated balance sheet under same date as prepared by Messrs. Price-Waterhouse & Co., which profit and loss statement showed that this Corporation, before providing for the depreciation of buildings and plant, earned a profit of $217,246.54 for the Six (6) months' period ending January 1st 1921, and that therefore this fund, after the deduction for depreciation of buildings and plant, was available for dividend pruposes, and was sufficient to pay the sum of $1.00 on account of Dividends on the Class A shares for the year from July 1, 1920 to June 30th, 1921.

After due consideration the following resolution was unanimously adopted:

RESOLVED, that there be and hereby is declared from the surplus profits of the Company an initial dividend of $1.00 per share on the Class A shares of D.W.GRIFFITH INCORPORATED, outstanding, payable March 4th 1921 to stockholders of record at the close of business on February 26th 1921; and that the Treasurer is hereby instructed and authorized to give due notice of such dividend and to pay or cause the same to be paid on the date specified, and

BE IT FURTHER RESOLVED, that the Secretary be and hereby is authorized to send out proper notices thereof and to file and deliver certified copies of the aforesaid resolution, and affix the Corporate seal thereto, with such persons, firms or Corporations as may be deemed advisable.

There being no further business to come before the meeting the same was adjourned.

ALBERT H. T. BANZHAF

Secretary

I, ALBERT H.T. BANZHAF, Secretary of ~~the~~ D.W.Griffith Incorporated, do hereby certify that the following is a true and exact copy of the resolutions unanimously adopted at the meeting held in the office of the Company, 1476 Broadway, New York City, on the 15th day of January 1921:

> RESOLVED, that there be and hereby is declared from the surplus profits of the Company an initial dividend of $1.00 per share on the Class A shares of D.W.GRIFFITH INCORPORATED, outstanding, payable March 4th 1921 to stockholders of record at the close of business on February 26th 1921, and that the Treasurer is hereby instructed and authorized to give due notice of such dividend and to pay or cause the same to be paid on the date specified, and
>
> BE IT FURTHER RESOLVED, that the SECRETARY be and hereby is authorized to send out proper notices thereof and to file and deliver certified copies of the aforesaid resolution, and affix the Corporate seal thereto, with such persons, firms or Corporationsas may be deemed advisable.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation, this 24th day of February, 1921.

Albert H.T. Banzhaf

Secretary

January 15, 1921 - Advance Proof, Subject to Change.

D.W. GRIFFITH
Incorporated

CLASS A SHARES

Preferred and participating as to both assets and dividends.
Dividends exempt from Normal Federal Income Tax.

Transfer Agents	Registrars
Central Trust Co. of Illinois, Chicago	Continental & Commercial Trust & Savings Bank, Chicago
Central Union Trust Co., New York	Guaranty Trust Co., New York

From the within letter addressed to us, Mr. D.W. Griffith, President, summarizes as follows:

ORGANIZATION AND HISTORY

D.W. Griffith, Incorporated, is engaged in the production of high grade motion pictures under the supervision of D.W. Griffith, President and Chief Director, assisted by the same management organization founded in 1917, which has so successfully established the reputation of Griffith productions.

The production of motion pictures has become established on a sound business basis. The factors of production costs and the life and earnings of pictures are now determinable quantities based on experience tables which provide a well defined operating basis as in other lines of manufacture.

Griffith productions are known throughout the world. Among the famous pictures are: "THE BIRTH OF A NATION," "HEARTS OF THE WORLD," "BROKEN BLOSSOMS," and many others which have been exhibited throughout the United States and foreign countries.

"WAY DOWN EAST," one of the greatest photoplays ever produced, is now being exhibited in New York, Chicago, Boston, and other large centers. The regular theatres are being used at prices ranging up to $2.00 per seat. The records of attendance and box office receipts have surpassed all previous records for a like period, including that of "The Birth of a Nation," which has heretofore held the world's record. This method of exhibition is being extended to include practically all of the leading cities of the United States. The results to date indicate that the management's original estimate of $2,000,000 gross earnings to the company from this production should be materially exceeded.

The proceeds received by the Company from its sale to you of Class A Shares will be used for additional working capital and corporate requirements.

ASSETS

The net tangible assets of the company, based on the appraisal and the audit of December 31, 1920 (after giving effect to the sale of 100,000 Class A Shares), are as follows:

REAL ESTATE, PLANTS AND EQUIPMENT - - - - - - - - - -	$1,227,462
NET CURRENT ASSETS - - - - - - - - - - - - - - - - - -	1,202,964
TOTAL NET TANGIBLE ASSETS - - - - - - - - - - - - - - -	$2,430,426

Net assets equal to $24.30 per share on 100,000 Class A Shares. These figures do not include any value for equities in films, or for good will, which, while being of value to the business, are classed as intangibles. In addition, the Company is carrying insurance on the life of D.W. Griffith in the amount of $500,000, for the benefit of the Company.

CAPITALIZATION

The capitalization of the Company is as follows:

	Authorized	Outstanding or presently offered
CLASS A SHARES (NO PAR VALUE) - - -	125,000 SHARES	100,000 SHARES
CLASS B SHARES (NO PAR VALUE) - - -	375,000 SHARES	375,000 SHARES

The additional authorized 25,000 Class A Shares will be available for issue for the future corporate needs of the business.

The Company shall not create or assume any mortgage or lien upon its property (except purchase money mortgages), nor create or assume any debt running longer than one year, without the consent of the holders of a majority of the Class A Stock. The Company shall not, without like consent, create or issue any additional stock on a parity with or prior to Class A Shares.

SUMMARY OF PREFERENCES

Class A Shares are fully participating and are preferentially protected as follows:

The preferential dividend on Class A Stock, in any year, is $1.50 per share. After Class B Stock (held by Mr. Griffith) receives a like dividend per share, further participation in dividends is provided for both Classes of Stock, share and share alike.

Class A Shares first receive $25.00 per share out of assets in case of voluntary liquidation, and $20.00 per share in case of involuntary liquidation, and after Class B shares have received a like amount per share, both Classes of Stock participate in any further assets, share and share alike. Consent of a majority of the Class A Shares is required for voluntary liquidation.

EARNINGS - DIVIDENDS

The gross receipts from pictures produced by the Griffith Organization during the thirty months of operation prior to the incorporation of the business, were approximately $7,000,000. The gross earnings of the Company since incorporation, July 1, 1920 to December 31, 1920, have been approximately $1,500,000.

Based on the experience of the past six months, it is estimated by the management that the net earnings of D.W. Griffith, Incorporated, for the year 1921, after full allowance for depreciation, obsolescence, and taxes, will be in excess of $1,500,000, or at the rate of ten times the annual preferential dividend on 100,000 Class A Shares.

In accordance with the expressed intention of the Company to pay dividends of at least $1,50 per share per annum on Class A Shares, the Directors have declared an initial dividend of $1.00 per share.

Legality approved for the Bankers by Messrs. Cravath & Henderson, and for the Company by Messrs. Banzhaf & Pembleton. Accounts audited by Messrs. Price, Waterhouse & Co. Properties appraised by Messrs. Coats & Burchard Company.

PRICE - $15.00 PER SHARE

COUNSELMAN & CO.

St. Louis
411 Olive St., Suite 304

Investment Securities
112 W.Adams St., Chicago

Milwaukee
720 First Wisconsin
Nat'l Bank Bldg.

The information hereon contained is taken from sources we consider trustworthy. While not guaranteed it is accepted by us as accurate.

New York, January 15, 1921.

LEE BENOIST & CO., Inc.,
New York

Dear Sirs:

Referring to the shares of Class A capital stock of D. W. Griffith, Incorporated, which you are acquiring for your own account, I am pleased to give you the following information regarding the Company:

ORGANIZATION AND HISTORY: D. W. Griffith, Incorporated, is organized under the laws of the State of Maryland, and has acquired the business founded in 1917 and formerly operated by myself as sole owner, in the production of motion pictures. The assets acquired by the Company include the Griffith Studio and equipment at Mamaroneck, New York, on Long Island Sound, with 58 1/2 acres of land and all buildings and equipment, being recognized as one of the most modern and completely equipped motion picture studios in the world, together with the ownership of productions already released, productions in progress and rights for future productions, a one-fifth interest in the United Artists Corporation, and existing contracts with distributing companies, stars and specialists in each branch of the industry making up the famous Griffith organization whose popularity and successful accomplishments are known throughout the world.

All of the proceeds received by the Company from its sale to you of Class A stock will be used as additional working capital and for general corporate purposes required by the expanding operations of the Company.

D. W. Griffith, Incorporated, has a carefully chosen staff of officials of long experience in the business and is engaged in the creation and production of motion pictures of the highest type under my chief direction.

My experience in the motion picture business dates back to 1906, since which time I have produced and personally directed and supervised upwards of 500 pictures, including, "The Birth of a Nation," "Hearts of the World," "Broken Blossoms," "The Great Love," "The Girl Who Stayed at Home," "The Idol Dancer," "The Love Flower," and many other famous productions which have been great artistic and financial successes.

"Way Down East", one of the greatest photoplays ever produced, is now being exhibited in New York, Chicago, Boston, and other large centers. The records of attendance and box office receipts have surpassed all previous records for a like period, including that of "The Birth of a Nation," which has heretofore held the world's record. The regular theatres are being used at prices ranging up to $2.00 per seat. This method of exhibition is being extended to include practically all of the leading cities of the United States. Results already obtained indicate that the management's original estimate of $2,000,000 earnings to the Company from this production should be materially exceeded.

CAPITALIZATION: The capitalization of the Company is as follows:

	Authorized	Outstanding or presently offered
Class A shares of no par value - - -	125,000 shares	100,000 shares
Class B shares of no par value - - -	375,000 shares	375,000 shares

The additional authorized 25,000 Class A shares will be available for issue for the future corporate needs of the business.

PREFERENCES: Class A shares in any fiscal year shall receive dividends up to $1.50 per share before any dividends are paid on Class B stock in that fiscal year, and, before any such dividends on Class B stock, a fund of $1.00 for each share of Class A stock outstanding must be set aside on or before September 1 in such fiscal year for the purchase of Class A shares if tendered within four months at not exceeding $15.00 per share. After the Class B shares have then received $1.50 per share, further dividends for that year shall be distributed share and share alike to both classes of stock.

Class A shares shall have priority as to assets up to $25.00 per share in case of voluntary liquidation and up to $20.00 per share in case of involuntary liquidation. Then Class B shares shall receive the same amount per share, after which all further amounts shall be distributed share and share alike to both classes of stock. Consent of a majority of Class A shares is required for voluntary liquidation.

RESTRICTIONS: The Company shall not create or assume any mortgage or lien upon its property (except purchase money mortgages), nor create or assume any debt running longer than one year, without the consent of the holders of a majority of the Class A stock. The Company shall not, without like consent, create or issue any additional stock on a parity with or prior to Class A shares.

DIVIDENDS: In accordance with the expressed intention of the Company to pay dividends of at least $1.50 per share per annum on Class A shares, the Directors have declared an initial dividend of $1.00 per share.

ASSETS: The Fixed Assets have been appraised by Messrs. Coats & Burchard Company as of July 1, 1920, and the books, audited by Messrs. Price, Waterhouse & Co. and after giving effect to the sale of 100,000 shares of Class A stock show net assets of the Company as of December 31, 1920, as follows:

FIXED ASSETS:		
Real Estate, Buildings, Equipment, etc.	$1,551,162	
Less Mortgage and purchase obligations	323,700	
Net Fixed Assets		$ 1,227,462.00
NET CURRENT ASSETS:		
Cash, Accounts Receivable and Inventories (After deducting Accounts & Notes Payable)		1,202,964.00
Total Net Tangible Assets		$ 2,430,426.00
INTANGIBLE ASSETS:		
Equities in films, star contracts, goodwill, etc.	$802,863	
Deferred charges	36,505	839,368.00
Total Net Assets		$ 3,269,794.00

The above statement shows net worth, exclusive of good will and other intangibles, of $2,430,426.00, or $24.30 per share on 100,000 shares of Class A stock.

In addition, the Company is carrying insurance to the amount of $500,000 on the life of myself, for the benefit of the Company.

PRODUCTIONS: The plans of the Company include annual production, by associate directors, of program pictures, in addition to several feature pictures under my personal direction.

The production of motion pictures has become established on a sound business basis. The factors of production costs and the life and earnings of pictures are now determinable quantities based on experience tables which provide a well defined operating basis as in other lines of manufacture.

EARNINGS: The gross receipts from pictures produced by the Griffith organization during the thirty months of operation prior to the incorporation of the business, were approximately $7,000,000. The gross earnings of the Company since incorporation, July 1, 1920 to December 31, 1920, were approximately $1,500,000.

Based on the experience of the past six months, it is estimated by the management that the net earnings of D. W. Griffith, Incorporated, for the year 1921, after full allowance for depreciation and obsolescence will be in excess of $1,500,000, or at the rate of ten times the annual preferential dividend on 100,000 Class A shares.

BOARD OF DIRECTORS:

D. W. Griffith		President
Albert L. Grey		Vice-President
J. C. Epping		Treasurer
Albert H. T. Banzhaf		Secretary
Chas. Counselman	Counselman & Co.,	Chicago
Lee Benoist	Lee Benoist & Co., Inc.	New York

THE INDUSTRY: Practically the entire development of the motion picture industry has taken place in the last twenty years, in which time it has grown to be the fifth largest single industry in America. Over $800,000,000 was paid by the public in the United States in 1919 to view motion pictures. Indications are that the gross receipts of picture theatres in 1920 will reach $1,000,000,000.

The daily attendance of motion picture theatres in the United States is approximately 11,000,000, and the total number of people who patronize these theatres is estimated at 50,000,000. At the present time there are 15,000 motion picture theatres in America, and there are 1,200 additional being beilt. The motion picture has become a source of education as well as entertainment. The attendance at motion picture theatres has grown steadily, unaffected by conditions. Expenditures for this purpose is one of the last items to be cut from the family budget in times of financial stringency. This fact is demonstrated by the record of continued growth even during the most critical period of the War.

The opportunities for the extemmion and expansion of the operations of D. W. Griffith, Incorporated, are practically unlimited, and the business has been incorporated in order to take full advantage of these opportunities, on a basis which will yield the greatest amount of profit to the Company and its stockholders.

The fact that I was willing to accept the Class B shares, on which no profits or dividends can be paid until after dividends have been paid on the Class A shares, is evidence of my faith in the continued success of the Company's operations.

It is my opinion that the Class A shares of the Company afford a profitable and a most attractive investment opportunity.

Very truly yours,

PRESIDENT.

Preliminary Offering | Confidential

Newsl Inc

$100,000 PREFERRED STOCK

of the

COMMONWEALTH INDUSTRIAL CORPORATION
Incorporated under the laws
of Delaware.

10% accumulative, Callable at 120 and accrued dividends. After Jan. 1, 1922, there will be set aside semi-annually for retirement of preferred stock, 20% of net earnings of the Company. Each share of Preferred receives an allotment of 4 shares of Common Stock.

Price En bloc - 1 share Preferred stock and 4 shares Common $100.00. 8 shares

1. Capitilization:-

	Authorized	To be presently Outstanding
PREFERRED ($100 par value)	$250,000.	$100,000.
COMMON (No par value)	20,000 shares	20,000 shares X

X 6,000 shares to be held in trust for benefit of the corporation or for allotment with balance of Preferred stock.

2. Purpose of Company:-

The Commonwealth Corporation has entered into a contract with the Bay State Film Company of Sharon, Mass., manufacturers of raw stock film for motion pictures, whereby the Commonwealth Company becomes a sales agent of the Bay State Company, and is permitted ultimately to acquire exclusive sales rights. The contract with its various extensions runs for a period of eleven (11) years. The capital of the Commonwealth Company will be employed only for the purpose of financing sales made by it to customers of its own selection and will at all times hold title to the raw materials, work in process and finished product until sold. Accounts will be billed and collected by the Commonwealth Company. The contract with the Bay State Company provides that the Commonwealth Company shall receive one-half of the net profit derived from such sales.

3. Earnings:-

It is conservatively estimated that the Commonwealth Company will sell and that the Bay State Company will produce for it, not less than 50,000,000 feet of film the first year. Based upon present costs and selling prices, the gross profit

on this volume of business accruing to the Commonwealth Company should be $125,000. After deducting expenses of operation, taxes, etc. these earnings should show not only the preferred dividends earned by a wide margin but also permit a liberal dividend on the Common stock and a substantial reserve for surplus.

4. Magnitude of Industry:-

The basis of the present "motion picture" industry is the production of raw film stock, both positive and negative. It is estimated by competent authorities that approximately one billion feet of raw film are manufactured in this country yearly, having a selling value of over $25,000,000. Apart from the Eastman Company, which furnished about 95% of the total, there are only three plants in this country manufacturing raw film, of which the Bay State Company is the largest.

An average five reel picture, with production cost running from $50,000 to $100,000 requires 250,000 to 400,000 feet of positive film which, at 2½¢ per foot plus a laboratory expense of 1¢ for printing and developing, makes up an expenditure of $9,000 to $14,000 or about 15% of total production costs -- a straight manufacturing proposition practically free from the speculative risks involved in picture production.

Bay State Film Company has manufactured a considerable quantity of negative film of standard quality but until increasing facilities (now in progress) does not solicit business in that line.

Approximately 90% of all the film used by the trade is positive.

The price of positive film, 2½¢ per foot, has not been changed in five years, but the price of negative film was advanced during the war and still remains 4¢ per foot.

5. Bay State Film Company:-

Capitilization:

Preferred stock	$100,000.
Common Stock	$200,000.

Incorporated as Massachusetts Trust.

Liabilities:

No bonded indebtedness and aside from $34,000 on notes payable due directors of the Company, no liabilities other than a small amount of accounts payable and trade acceptances.

Capacity:

3,000,000 feet of raw film per month; can be increased to 6,000,000 feet per month within four months' time; necessary equipment now at the plant.

Management:

Mr. J. A. Coram of Boston is President of the Bay State Company; General Charles H. Cole of Boston is Treasurer.

Technical supervision of the plant is in charge of Mr. Charles W. Earle and his son, Mr. Robert D. Earle. Mr. Charles Earle has an experience of over thirty years in this line of manufacture. Both he and his son are recognized as being among the few real experts of the industry. Over 15,000,000 feet of Bay State film have been made and shipped during the past year. Not a single foot has been returned as defective after leaving the Laboratory. Inspection losses at the factory average less than 2%.

The Bay State Film Company, during the past year, has fully demonstrated the superior quality of its product and the demand by its customers is far more than its present output.

The contract already entered into with the Commonwealth Industrial Corporation gives it the right to subscribe for one-half of any increase of the capital stock of the Bay

State Company at the same price at which it is offered to stockholders. In view of the prospective earnings of the Bay State Company, these rights are likely to prove of very substantial value and would thereby increase the value of the holdings of the stockholders in the Commonwealth Industrial Corporation.

6. Manufacturing Costs and profits:-

Total Manufacturing Cost, under present conditions at Sharon, with an output of about 500,000 feet per week, is approximately 2¢ per foot.

Net Profit:

One-half cent per foot or 25% on cost.

When all raw materials were highest, the maximum cost figured .0207 per foot, but material costs are now dropping considerably and the actual cost is now estimated slightly less than 2¢ per foot.

When volume of production has been doubled, it is estimated that cost can be reduced to not more than .0175 per foot, making a net profit of ¾¢ per foot, or 37½% on cost.

7. Prospective Growth of Business:-

Gross Profits of the Commonwealth Corporation are estimated at $125,000 on an output of 50,000,000 feet in 1921. This amount of business should be readily financed with a working capital of $150,000 and Commonwealth employs practically all its funds as working capital.

It is reasonable to assume that sales of Bay State film can be largely increased with corresponding profit to the Commonwealth Corporation as readily as the increase of manufacturing facilities will permit.

With a present yearly production of approximately one billion feet of film in this country alone, it is obvious that sales of Bay State film aggregating two or three hundred million feet annually are well within the range of possibility in the next two or three years.

8. Officers and Directors of Commonwealth Industrial Corporation:-

President:

W. J. Fallon, President, of Tyson Co., Inc., and Continental Credit Corporation.

Vice President:

Charles Ducas, Consulting Engineer, 206 Broadway, New York.

Treasurer:

William Churchill, Vice President, Tyson & Co., Inc. Formerly Sales Manager, Corning Glass Works.

Directors:

W. J. Fallon, New York.
William Churchill, New York.
Charles Ducas, New York.
M. D. Deutsch, New York.
S. E. Duffin, Boston.

Counsel:

Kalish & Kalish,
27 Williams Street,
New York, N. Y.

(The foregoing statement has been carefully prepared sources believed to be thoroughly reliable, but is subject to the usual reservation that accuracy is not guaranteed.)

THE ARLINGTON
HOT SPRINGS, ARK.
A. B. GAINES, President
JOE W. CORRINGTON } Mgr's
W. E. CHESTER

January the 15th, 1929

My dear Mr/Griffith:

I received a letter from Miss Viener, your secretary telling me that the charity founds of your organization are all expended and that you can not help me in my misery as after investagating my case they have found some more needy ones then my case.

Now Mr/Griffith to tell you the truth I have lost the POWER OF MY LEFT LEG AND ARM completely and I was in a very bad condition when iI arived at Mayo's Hospital, and as my case need a six to eight weeks treatement they have advised me to come here to be treated by Dr. Wm.H. Deadereick, at the Dugan Stuart Bldg, Hot Springs who is treating me now and I havent given him

one cent of money as yet and he is treating me every day.

You can investagate my case and you will find I am telling you the truth. I always try to do so. I also have to take the baths every day and a massage for my spine and leggs and they all cost money and have to paid in advance.

Now Mr/Griffith the last time you was kind and loaned me Fifty dollars I remember repaying the same when i sold you $3000.00. worth of furniture in Los Angeles, for $700.00 as I am sure you will find on your books that I have told your property man to deduct the $50.00.

Now that you better understand my case wont you please try to help me out by loaning me $75.00. out of your personal account and help me out in my trouble and I sincerely assure you that I

_____ _____ 19__

will return this money for you when I get well and be able to work again.

I also would like to ask you to please try to give me some scenario work to do here for you as with my nine years experience, my dramatic knowledge and creative ability, original ideas, i probably be able to give you some satisfactory work. At least I will try my best to do so.

Wont you please Mr/Griffith help me as I have so few friends in my trouble?

Thanking you in advance for the courtesy of an early and immediate reply, I am gratefully

yours always;

Albert O. Hale

I see my mail
Red wrner

Please Address; c/o The Arlington Hotel
Hot Springs, Arkansas.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
T Telegram	
D Day Letter	Blue
N Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

195 BROADWAY, N. Y.

1921 JAN 16 PM 11 46

Work Bkupatcy

A301GS 28 NITE

PASADENA CALIF 16

ALBERT H T VANZHAFF

8480

2 RECTOR ST NEWYORK NY

CAN WE EXPECT DIVIDENDS ON INTOLLERANCE WITH INTEREST IF SO HOW MUCH AND WHEN PLEASE ADVISE IMMEDIATELY BY NIGHT WIRE WILL STOCK HOLDERS HAVE FURTHER RETURNS FROM F FOUR

LEWIS J HAMPTON.

The Holland
66 W 46th St.
N. Y. City
Jan 16. 21.

Dear Mr Griffith,

I most heartily thank you for a most happy & congenial engagement. I have enjoyed every moment in my association with you. Should I be fortunate enough to have made a success of my work, the credit is entirely due to your genius & the care & skill of your camera-men.

I wish you every success

Very Sincerely

Lyrone Power

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	X
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

JANUARY 17 1921

LEWIS J. HAMPTON
ROOM 219 CITIZENS SAVINGS BANK BUILDING
PADADENA CALIFORNIA

HAVE SENT LETTER AND AGREEMENT REGARDING INTOLERANCE TO INVESTORS WHICH IS SELF EXPLANATORY F FOUR WILL PAY SMALL DIVIDEND WHEN SAME MAY BE WOUND UP POSSIBLY END OF YEAR

ALBERT H T BMMEHAF

Room 1615
2 Rector Street

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT NEW ROCHELLE

Will Call Extra!

PHONE NO. 1190
PHON
Sen.
10 30 a
T.W.
Mail

33NYSY138 NL

CNT DX M LOS ANGELES CALIF JAN 17

D W GRIFFITH

MAMARONECK NY

ROMANCE LOSSES HAVE SO DEPLETED UNITED TREASURY THAT PRESENT FUNDS XXS INSUFICIENT TO BALANCE DUE DOUGLAS AND ME STOP CORPORATION AND PERSONAL ENDORSEMENT OF YOUR NOTES HAVE SO FAR EXHAUSTED OUR PERSONAL CREDIT THAT WE HAVE DIFFICULTY IN FINANCING PRESENT PRODUCTIONS ON WHICH WE ARE WORKING HARD TO COMPLETE IN ORDER TO CARRY UNITED BURDEN STOR WE ARE ASKING NO SPECIAL CONSIDERATION OR GUARANTEES FROM UNITED AND ARE LIVING UP TO THE SPIRIT AND LETTER OF OUR CONTRACTS CONSEQUENTLY IT WOULD BE UNWISE FOR US TO AUTHORIZE ADVANCE TO YOU EVEN IF WE WERE DISPOSED SO

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT NEW ROCHELLE

TO DO UNDER ANY CONDITIONS ACCEPT ADVANCE ON O-2 PROVIDED THAT IT BE REGULARY SOLD BY UNITED AS SOON AS POSSIBLE AND WITHOUT OTHER CONDITIONS THAN THOSE SPECIFIED IN YOUR CONTRACT AND BY WHICH YOU ARE MORALLY AND LEGALLY BOUND

MARY PICKFORD

856A

Mamaroneck, N. Y.
January 17, 1922.

Night Letter

~~Telegram~~ to

Douglas Fairbanks,
Hollywood, Calif.

Delayed answering your wire until I received further information I have been getting as to business done by Love Flower and other United Artists pictures with exhibitors. Through exhibitor's reports I have information that my picture has done much bigger business as a whole throughout the country than Suds and other United Artists pictures. Of course not considering Romance or Down on the Farm at all. Yet receipts on my picture have been absurdly low. Have felt for some time that I was in a hopeless minority. Under these conditions would have been wrong for me to have turned over Way Down East to United Artists as even under the contract as I put out pictures in advance of time in which I was supposed to and intended to give the extra number of releases before turning out another big one if things were satisfactory Didn't see anything wrong in making a special of Way Down East. Stop. It has been spoken through United Artists booking offices that Griffith pictures were not even priced as high as some others. This latter estimate of my pictures shows something radically wrong as by our way of handling my own picture we are able to get in one instance in a certain city, how bearing more out of one picture than the entire United Artists product since it began. Stop. Knowing what I can do with my own pictures with my own handling and having good proof of what the booking offices can do with my pictures would like very much to withdraw entirely from the United Artists. Stop. Don't mean this to answer your antagonistic wire because life is too short to fight and squabble and do not see why it could not be done and each go our own way and

still be good friends as business is one thing and friendship another. If I am to get no more returns for my work than I have received through United Artists efforts had better follow the Chaplin precedent and do nothing at all. Incidentally his making a special picture for the First National and making no effort to get any pictures for us though his contract called for one to be delivered last September is unpleasant news. Stop. You must remember that when I delivered the Love Flower I more than lived up to my contract having delivered two pictures in the time in which I was supposed to have delivered one. Which I think counterbalances the Way Down East affair. Am sure some other good producing company could be procured to take my place. Am willing to meet any arrangements that you may consider along this line and in a generous fashion. You can take this matter up with your people there. Sincerely yours,

D. W. GRIFFITH

He & wife
sled to Mt Kisco
New Rochelle

January 17th, 1921

Mr. S. Jay Kaufman,
134 W. 38th Street,
New York City.

Dear Sir:

Your letter of January Third has been turned over to me because it seems Mr. Griffith took the book in question from the office. Just as soon as Mr. Griffith returns the book to me I will forward it. Concerning the letter you mention, this has probably been taken care of by Mr. Carr.

This is only a note to let you know we have not forgotten the matter.

Very truly yours,

Secretary to Mr. Griffith

WDG file

Mr. D. W. Griffith

Dear Sir.

I represent a very small bit of public opinion. I was one of an almost spellbound audience ~~seeing~~ when you play "Way Down East" in a small town in northern Illinois. I have had the pleasure of seeing your other plays which are splendid.

In this one why Oh! why did you spoil your wonderful climax by an ordinary movie ending?

We all know that the old gossip would lend her frock and that Edith and her prat-ear would be happy ever after

But it seems to me there it all you were trying to show a moral and to uphold a high standard of love something more than represented by fainting, flowers, & wedding bells. A love of sacrifice and not passion.

After the tragic flood and the heroic rescue, if you had seen only the face of Jan heroic and handsome David, I fancy you should have come away with an entirely different impression.

If you do need this I thank you. I may be wrong.

Yours Susan H Mackay
McCarroll

Jan 17. 1921

S.H.C.

George Kleine
Motion Pictures
Sixty three East Adams Street, Chicago

PERSONAL CORRESPONDENCE

January 17th, 1921.

Mr. David W. Griffith,
c/o Griffith Studios,
Mamaroneck, L.I.

My dear Mr. Griffith:-

My daughter Helen attends Mrs. Merrill's School at Orienta Point, Mamaroneck. She is a film fan and has asked me to obtain for her the privilege of going through your grounds and studio at Mamaroneck.

If not opposed to your policy, I would appreciate your sending a card to her mentioning some day when she and one or two of her friends may visit your plant without inconveniencing your staff. Her address is - Miss Helen Kleine, c/o Merrill School, Orienta Point, Mamaroneck, L.I.

May I join the fraternity and the general public in expressing appreciation of the great work that you have been doing in recent years?

With best wishes for your continued success, I remain,

Very truly yours,

Geo. Kleine

GK.S.

Geo Kleine

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

Studio Matters

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

January 17th 1921.

Mr. George Neville,
Standard Hotel,
496 Eighth Avenue,
New York City.

My dear Mr. Neville:

We have your favor of the 10th inst. relative to the continuation of your contract had between you and Mr. Griffith under date of March 1st 1920, which contract was assigned and taken over by the D. W. Griffith, Incorporated as authorized under the terms of said contract. According to your letter you seem to be under the impression that the option to renew the same for a further period of one year lies with you. In this respect you are in error as the contract provides that the employer, Mr. Griffith, now the Griffith Company, has the privilege of an option to continue the contract for an additional period of 12 months, commencing the 1st day of March, 1921, with a further provision that if the employer desires to continue said contract for said additional period of 12 months, the corporation must notify the employee of that fact in writing, at least 30 days before the termination of the first year of said contract and if said notice is not given, the employer shall forfeit its privilege and option to continue the life thereof.

We have taken the matter up with Mr. Griffith as to whether he desires to exercise his option, personally and now that of the corporation, to renew the contract for a further period as therein provided and we beg to advise that he personally and also the corporation will not exercise the option to so renew and that therefore you are at liberty to make other arrangements for the time commencing March 1st next.

I therefore give you this notice on behalf of Mr. Griffith personally and also on behalf of the D. W. Griffith, Inc. which as you know has taken over your contract and in whose employ you are at present.

Very truly yours,
D. W. GRIFFITH, INCORPORATED.

General Manager & Vice-Pres.
General Manager for Mr. Griffith.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

1/17/21.

TO THE HOLDERS OF D.W.GRIFFITH INCORPORATED,
CLASS "A" SHARES.

I take pleasure in announcing that the Directors of our Company have declared an initial dividend of One Dollar per share, upon the Class "A" shares, payable March 4th, 1921, to stock of record February 26, 1921.

Since the organization of our Company in July 1920, very satisfactory progress has been made in carrying out the plans which I had in mind in incorporating the business. Perhaps the most striking event during this period has been the great success of "WAY DOWN EAST", which was first shown at the 44th Street Theatre in New York, on September 4th 1920. It met with instantaneous and overwhelming success. The gross receipts have already exceeded the cost of this picture and it bids fair to be the most highly profitable picture ever produced.

On account of the large income which will accrue from WAY DOWN EAST, your Board of Directors have decided that it will not be necessary to sell as much of the Class "A" stock as was originally contemplated and have, therefore, taken appropriate action to withdraw from sale 25,000 shares of the Class "A" stock, thus reducing the authorized amount outstanding from 125,000 to 100,000 shares.

Our production plans are working out very satisfactorily and another one of my personal pictures should be completed and ready for release early in the Spring.

Yours very truly,

D.W.GRIFFITH,

President.

1/7/21.

TO THE HOLDERS OF D.W. GRIFFITH, INCORPORATED,
CLASS "A" SHARES.

I take pleasure in announcing that the Directors of our Company have declared an initial dividend of One Dollar per share upon the Class "A" shares, payable in two instalments of Fifty Cents each on March 1st and June 1st, 1921, to stock of record February 20th, 1921. This action was taken with a view to placing the Class "A" shares upon a regular dividend basis, disbursements to be made quarterly. The extra dividend of Twenty Five Cents per share is made for the purpose of equalizing the dividend with the period since the incorporation of the Company.

Since the organization of our Company in July 1920, very satisfactory progress has been made in carrying out the plans which I had in mind in incorporating the business. Perhaps the most striking event during this period has been the great success scored by WAY DOWN EAST, which was first shown at the 44th Street Theatre in New York, on September 4th, 1920. It met with instantaneous and overwhelming success. The gross receipts have already exceeded the cost of this picture and it bids fair to be the most highly profitable picture ever produced.

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Our production plans are working out very satisfactorily and another one of my personal pictures should be completed and ready for release early in the Spring.

Yours very truly,

D.W. GRIFFITH,

President.

Withdrawn 25 000 shares
Dividend of one $ per share
to holders of record Feb 26 payable Mar 4
Amount [illegible]
[illegible]
[illegible]
[illegible]
[illegible]

Held Friday
Jan 7 at [illegible]

Guedalla, Jacobson & Spyer

Winchester House
Old Broad Street
London, E.C. 2.

17th January, 1921.

Dennis O'Brien, Esq.
1482 Broadway
New York
U. S. A.

Dear Sir,

UNITED ARTISTS

Further to our letter of the 10th inst., our Mr. Guedalla has been several times in telephonic communication with Mr. Greenhill. Mr. Greenhill took up the attitude at first with regard to delivering up the prints of the 4 films - "When the Clouds Roll By" and "Mollycoddle", being the property of Mr. Fairbanks and "Pollyanna" and "Suds" being the property of Miss Pickford, that he ought to consult the different friends with whom he had been financially interested in this matter.

Mr. Guedalla did not wish to presshim too hard in the circumstances, but evidently Mr. Greenhill in a day or two saw that we disapproved of his taking up this "Dog in the Manger" attitude and that it did not concern you or us or Mr. Fairbanks or Miss Pickford what Mr. Greenhill's financial friends thought about the matter, and that circumstances had arisen under which he was bound to deliver up at once the 4 prints to the Custodian thereof, viz. to our Mr. Guedalla.

Mr. Greenhill then took up the attitude that he had to

await the arrival of Mr. Wood. We did not know, as you are aware, about Mr. Wood's trip to America. We gathered in the early part of last week that Mr. Wood was expected back any day, but towards the end of the week Mr. Greenhill told us it would only be at the end of the week he was expected. He said Mr. Wood was on the "Lapland"; we made no inquiries at to the voyage of the "Lapland". When Mr. Guedalla pressed on Saturday, the 14th inst. Mr. Greenhill seemed then to be expecting the "Lapland" would be arriving in this country that night, Saturday or Sunday and that he would surely be seeing Mr. Wood first thing this morning.

On telephoning this morning to find out whether we could send and fetch the prints, Mr. Greenhill stated that the "Lapland" was only expected at Plymouth late this afternoon and he assumed that Mr. Wood would at once come on the night train to London and would be seeing him first thing tomorrow morning.

Mr. Guedalla impressed on Mr. Greenhill we could not continue waiting so long, but Mr. Greenhill stated that as we had been waiting and so giving him an opportunity of consulting Mr. Wood, surely it would not matter if we waited a few hours longer.

He impressed on us that it was only fair in the circumstances, having regard to his large deposits and outlays, he should be given some opportunity of conferring with Mr. Wood. Last week he expressed some astonishment that we were required to send contracts back to America, and that the prints were to be taken away from him.

We replied that, as far as we could see, you and your clients had been very patient and if the financial position was such that the big company could not go through, it was reasonable in their interest, as they must have committed themselves to large capital outlays for production of the films, that they should be free to deal elsewhere.

Mr. Greenhill said he could not make out what had arisen. He thought that Mr. Wood would have cabled to him if negotiations had been so definitely broken off. He was in great hopes that the result of Mr. Wood's trip to New York would be that matters were going to be negotiated on some basis which was satisfactory.

Mr. Greenhill did not indicate to us what instructions he had given to Mr. Wood or what were the negotiations he expected to develop from Mr. Wood's visit to you.

Mr. Guedalla pressed on the 14th inst. whether, by reason of delay in recovery of the films, there was going to be any trouble with regard to handing them over. We asked whether per chance Mr. Greenhill had any lien on them. Then Mr. Greenhill said he certainly was not going to give them up until he was refunded the Customs Duty which he had paid out on same and which amounted to between £300 and £400, nearer the latter figure. He said he would not hand over the films in any event until he had that money because apparently he was going to take up the attitude that he had been treated rather roughly if his deposits had to be forfeited and he is to get nothing out of the business.

We think that we are right in being patient for a few days in giving him this time.

We have today sent you a cable as per enclosure. On your instructions to us that we are to pay the duties, of course, we will be quite happy to do so. We would cable the amount looking to you to make the necessary refund by cable.

Mr. Guedalla on the 14th inst. enquired in how many cans these prints were because he knows nothing about them, and Mr. ~~Guedalla~~ Greenhill said he didn't know off hand but he would let us know.

We are making enquiries as to where we can deposit the prints when we obtain them. In this country, as also is probably the case in America, there are very strict statutory municipal regulations on the subject of the storage of film (being so inflammable).

We are, Dear Sir

Yours faithfully,

Guedalla, Jacobson & Spyer

P.S. Since the above was signed, Mr. Greenhill telephoned to Mr. Guedalla and told him that Mr. Wood was back from America. We asked about the prints and Mr. Greenhill said of course there would be no difficulty about them being handed to us. We therefore arranged for Major King to go and see Mr. Greenhill tomorrow and collect the positives.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - - -102- - - - to 105 - - - - - - - - -inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 17, 1921.

Douglas T. Johnston (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - - - 249 - - to - - - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 17th, 1921.

N. H. Lehman (L. S.)

_____ (L. S.)

_____ (L. S.)

Mark

2124 ROBINWOOD AVENUE
TOLEDO, OHIO

Jan 17th 1921.

Mr A H I Banzhaf
New York City
Dear Sir

Enclosed find papers Signed as per your request. hope we will be successfull & get our money out How about Corporation F.4 is there nothing in that

Yours
J J Goodsell
2124 Robinwood Ave
Toledo
Ohio

Stories

January 17th 1921.

Mr. Albert L. Grey,
1476 Broadway,
New York City.

Dear Mr. Grey:

I enclose herewith copy of letter received from Mr. Hemphill from Mr. Hergesheimer's attorney, relative to "Tol'albe David".

Mr. Hemphill told me that he and Hergesheimer had considered that Mr. Griffith had agreed to purchase this story for $10,000. and that Hergesheimer relying upon the same made such disbursements that Hemphill had to come to his rescue and advance him $10,000. before the holidays in order that Hergesheimer might go to Cuba.

Now Hemphil believes that you should pay interest on the $10,000. from January 1st to April or May 1st at which time they expect you to pay for the story. If Mr. Griffith agreed to purchase the same and since it apparently is a good story, I believe that Hemphill should be advised that we will take title to the story and pay for the same on or before June 1st next and pay interest on $10,000, from January 1st to date of such payment. If this meets with your approval kindly advise me and I will write Hemphill accordingly.

Since Mr. Griffith apparently agreed to purchase this story in December, this seems to be no more than fair that we should do this.

Very truly yours,

AHTB:MD

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Day Letter

Mamaroneck, N. Y.
January 18, 1921

Miss Mary Pickford
Beverley Hills,
Hollywood, Calif.

Had written long reply to Mr. Fairbanks wire before receiving yours concerning loan spoken of. This was a matter that Mr. Epping and Mr. Banzhaf had taken up as Mr. O'Brien. It was their idea not mine. Stop. As far as this is concerned can see justice of your wire and believe you are absolutely right so have no hard feeling concerning this. Stop. However this does not change position in which I find myself concerning unsatisfactory return from my releases through our mutual booking company. These returns give me no hope for the future under present method of releasing and booking. Stop. Sincere regrets over these unfortunate situations and best hopes for your future/ Stop. Regarding Way Down East as contract to deliver pictures began first of last September had given two pictures by the time one was required and other arrangements being satisfactory could of course easily have delivered the three in time set. Stop. Have not seen your last picture but have heard good reports. Have seen Mark of Zorro however which I thought extraordinarily good. Sincerely

D. W. Griffith

Charge to D. W. Griffith Inc. Acct.

Phoned 3 p.m. Jan. 19th by A. W. to A. Rochelle

180 words

NATIONAL ASSOCIATION OF THE MOTION PICTURE INDUSTRY
(INCORPORATED)

1520 BROADWAY NEW YORK CITY

FREDERICK H. ELLIOTT,
EXECUTIVE SECRETARY

J. S. CONNOLLY
719 RIGGS BUILDING
WASHINGTON, D. C.

Janaury 18, 1921.

Dear Frank,- I have been appointed by the entertainment committee of the Press Club to try and get Mr. Griffith to give a special showing of Way Down East to the members of the club.

The last three times that he produced big pictures he gave the club special showings and the occassions were the big events of the year.

I do not think that it is fair to Mr. Griffith to expect him to spend a lot of money in order to entertain the Press Club members and have this suggestion to make.

The picture opens at Poli's theatre ~~Sunday~~ Monday evening January ~~30th~~ 31st. The club would like very much if Mr. Griffith would show the pictire to them Sunday afternoon at 3 o'clock. There would be a specially invited list of guests and we would like very much to have Mr. Griffith present to make a little talk. Also it would add much to the affair if ~~Miss Gishxxx~~ Miss Gish and Mr. Bartholomas were present. As the club is now arranging its Sunday afternoon performances I would appreciate very much hearing from you on this matter.

With best personal wishes, I remain,

Very truly yours,

Jack S Connolly.

If Mr G could be there Monday night could arrange special showing for the Press club Tuesday afternoon at 5 o'clock or Sunday night

C.R. Oldershaw
535 Jackson st

Pasadena Cal. Jan 18/21

Albert H. T. Banzhaf President
Work Producing Corporation
2 Rector St
New York City

Dear Sir

The agreement you sent for me to sign, you will please find enclosed, I did not have a witness as it did not call for one. Also you did not mention certificate of Indebtedness; Expect you will want them when promissory notes have arrived.

Yours Sincerly
C.R. Oldershaw

Form 1217

CLASS OF SERVICE DESIRED	
Telegram	X
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

January 19 1921

COUNSELMAN & COMPANY
112 WEST ADAMS STREET
CHICAGO ILLINOIS

THE CIRCULARS WITH CORRECTIONS AS SUBMITTED BY BERTRON GRISCOM CO AFTER TELEGRAPHIC COMMUNICATION BETWEEN YOURSELVES AND BENOIST HAS BEEN APPROVED BY ME AND WILL ADVISE MR GRIFFITH TO SIGN SAME TOMORROW WITH FOLLOWING CHANGES CHANGE GREATLY TO MATERIALLY IN CIRCULAR AND LETTER IN PARAGRAPH REGARDING ESTIMATED PROFITS WAY DOWN LAST STOP END FIRST PARAGRAPH OF LETTER STRIKE OUT LAST SENTENCE REGARDING EXCHANGE OF ASSETS FOR B STOCK STOP CHANGE GREATEST LOVE TO THE GREAT LOVE STOP ON LAST PAGE LETTER UNDER PARAGRAPH PRODUCTIONS STRIKE OUT FIRST SENTENCE ENTIRELY ALSO WORD PROMINENT IN SECOND SENTENCE STOP IN LAST PARAGRAPH BUT ONE ON LAST PAGE STRIKE OUT QUOTE IN PAYMENT OF MY INTEREST IN THE BUSINESS END QUOTE THESE CHANGES REGARDING B STOCK ARE MADE BECAUSE NOTES DUE MR. GRIFFITH ARE NOT MENTIONED

BANZHAF

charge Banzhaf Room 1615 - 2 Rector Street.

CITY COURT OF THE CITY OF NEW YORK.

- -x

EXIDE BATTERY DEPOST, INC.,

Plaintiff,

-against-

D.W. GRIFFITH, INC.,

Defendant.

- -x

IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN the attorneys for the respective parties hereto that the defendant's time in which to answer, demur or otherwise move be and it hereby is extended ten (10) days from the date hereof.

Dated, Jan. 19th 1921.

Wm. E. Goodbody

Attorney for Plaintiff.

Attorney for Defendant.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

Stones

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

January 19, 1921.

Mr. A. H. Banzhaf,
2 Rector Street,
New York, N.Y.

Dear Mr. Banzhaf;

I am sending you herewith all the contracts that we have on hand.

Mr. Epping has the assignment of the play "WAGERED LOVE" and I think several others.

Very truly yours,

Harry Carr

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK January 19,1921.

D. W. Griffith,Inc.,
Orienta Ppint,
Mamaroneck, N.Y.

Dear Sirs:

We acknowledge receipt of your two checks, $8,000 on January 18th and $7,000 on January 19th,which we have applied against your "Way Down East" note. After making above payments, the balance of loan remains $54,235.24.

Yours very truly,

Assistant Secretary.

WS.C
Banking

175,000 —
120,764 76
54,235.24 OK

Handled
Mail Dept.
By O. A. J.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - - -270 - - - to 274 - - - - - - - -- inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 18, 1921.

C. K. Oldershaw (L. S.)

_____ (L. S.)

_____ (L. S.)

6

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered 300 - - - - - - - - - - - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
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15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

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Dated January 18th, 1921.

A. J. Hosking (L. S.)

(L. S.)

(L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - - -101- - - - - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
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15 per cent. on May 1, 1922;
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10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

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Dated January 19th 1921.

W. Beach Day (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - - -284 - - - to - - -288 - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

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4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 19th, 1921.

CM Gates (L. S.)

(L. S.)

(L. S.)

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Number's No.

Check

Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

498 MAIN ST NEWROCHELLE NY JAN 20 192

42NYSY303 4 EX NL

M LOS ANGELES CALIF JAN 19

TELEPHONE No. 1190
TELEPHONED TO [illegible]
TIME 11 30 A
BY FR TO BE 1/20/2

D W GRIFFITH

MAMARONECK NY

UNDERSIGNED HAVE CAREFULLY READ AND CONSIDERED YOUR LONG TELEGRAM TO DOUGLAS AND OUR REPLY IS THAT ALL OF US ENTERED INTO BUSINESS ARRANGEMENTS INVESTED OUR MONEY AND HAVE SUCCESSFULLY OPERATED UNITED ARTISTS STOP OUR ASSERTION PREVENTD MERGER OF CONTROLLING INTERESTS IN PICTURE BUSINESS AND KEPT OPEN COMPETITION STOP YOU HAVE BENIFITED AS MUCH AS WE IF NOT MORE BY THIS ARRANGEMENT STOP ANY WITHDRAWAL WOULD GREATLY DAMAGE FUTURE OF THE PRODUCERS OR ARTIST WHO PRODUCE UNUSUAL PICTURES STOP DOUGLAS COULD CLAIM IMPROPER TREATMENT WITH AS MUCH JUSTICE AS YOU ARE CLAIMING NOW ON ACCOUNT OF HIGHER PRICES PROCURED FOR BROKEN BLOSSOMS AS AGAINST HIS MAJESTY STOP YOU HAVE UNDER YOUR CONTRACT RIGHT TO OK ALL CONTRACTS FOR YOUR OWN PICTURES STOP BELIEVE ABRAMS CAN JUSTIFY EVERY BOOKING HE HAS MADE FOR SUDS AND LOVE FLOWER STOP WE QUITE AGREE WITH YOU THAT WE SHOULD SPEAK FRANKLY ABOUT THIS MATTER STOP WE HAVE BEEN INFORMED AND BELIEVE THERE IS AN ORGANIZED EFFORT AMONG YOUR EMPLOYEES AIMING TO INFLUENCE YOU AGAINST UNITED ARTISTS AND TO MAKE REQUESTS THAT NONE OF US HAVE MADE UPON UNITED ARTISTS STOP YOUR EMPLOYEES HAVE VISITED SOME OF OUR EXCHANGES AND HAVE MADE STATMENTS THAT UNITED ARTISTS WOULD GET NO MORE GRIFFITH PICTURES AND THAT GRIFFITH PICTURES WOULD BE RELEASED THROUGH GRIFFITH ORGANIZATION STOP THIS INFLUENCE IS SEEKING TO PREVIAL UPON YOU TO EXHIBIT YOUR PICTURES IN MANNER IN WHICH YOU ARE DOING WITH WAY DOWN EAST STOP YOU HAVE TRIED THIS METHOD WITH SEVERAL PICTURES WITH RESULT THAT INTOLERANCE CORPORATION WENT INTO BANKRUPTCY SHORT TIME AGO STOP HOWEVER WE DO NOT WISH TO DISCUSS YOUR BUSINESS STOP OUR ANSWER IS WE HAVE MADE CONTRACTS WITH THE UNITED ARTISTS THAT WE ARE GOING TO LIVE UP TO AND WE SHALL INSIST UPON YOUR DOING LIKEWISE

REGARDS.

MARY PICKFORD DOUGLAS FAIRBANKS

CHARLIE CHAPLIN

906A

WC

19th January 1921.

Received from Mr. Morris Greenhill in good condition (as received by him from the United Artists Corporation of America) one new positive print of each of the following films:-

"SUDS"	(5 reels)
"POLLYANNA"	(6 reels)
"MOLLYCODDLE"	(6 reels)
"WHEN THE CLOUDS ROLL BY"	(6 reels)

For and on behalf of F. M. Guedalla

W. J. King.

Major

WESTERN UNION

NEW YORK

GUEDALLA LONDON

PAY CUSTOMS DUTIES AND TAKE CUSTODY OF PRINTS CABLING

MONEY LATER TODAY

O'BRIEN

Dated 19th.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

195 BROADWAY, N.Y.

RECEIVED AT

1921 JAN 20 AM 1 45

C134GS 122 NL

M LOSANGELES CALIF 19

8974

ALBERT BANZHAF

2 RECTOR ST NEWYORK NY

HAVE JUST RETURNED FROM SANFRANCISCO WHERE I HAVE BEEN SINCE SUNDAY AND SUGGEST THAT WE USE OUR BEST EFFORTS WITH OUR RESPECTIVE CLIENTS IN THE INTERESTS OF THE UNITED ARTISTS HAVE TALKED WITH CHARLIE TODAY WHO ASSURES US THAT HE WILL COMPLETE THE THREE PICTURES DUE FIRST NATIONAL WITHIN EIGHTEEN WEEKS STOP PRINCIPALS HERE THINK WE SHOULD OPEN OUR OWN EXCHANGES IN BRITISH ISLES AND FRANCE IMMEDIATELY DOUGLAS AND MARY

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1921 JAN 20 AM

C134GS SHEET 2

HAVE THEIR NEXT PICTURES NEARLY COMPLETED AND ALL HERE SEEM ENTHUSED OVER THEM STOP SO MANY SUCCESSFUL PICTURES IN A ROW WILL GREATLY INCREASE RUNS AND RETURNS ON ALL PICTURES MARKETED BY UNITED ARTISTS WHOSE FUTURE NEVER SEEMED SO BRIGHT TO ME AS AT PRESENT SUGGEST YOU READ TELEGRAM TO BURKAN REGARDS

CAP OBRIEN.

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	X

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

JANUARY 20 1921

DENNIS O'BRIEN CARE FAIRBANKS STUDIO

HOLLYWOOD LOS ANGELES CALIFORNIA

ON JANUARY FIFTEENTH I WIRED YOU AS FOLLOWS QUOTE HAVE ALWAYS MADE CLEAR TO ABRAMS THAT ANY STATE RIGHT PURCHASERS WOULD HAVE TO ROAD SHOW PICTURE FOR AT LEAST A YEAR AND HALF BEFORE TOUCHING PICTURE HOUSES IF WE SELL CANADA TO ANYONE IT WILL BE SUBJECT TO SUCH TERMS ONLY STOP REALIZE FLOWER MONEY BELONGS GUARANTY BUT IF PAYMENT WERE ANTICIPATED OUR CREDIT WOULD BE IMPROVED CLIENT WILLING TO RELEASE NEXT PICTURE APRIL FIFTEENTH ON GROSS SCHEDULE OF MILLION AND HALF IF UNITED WILL ADVANCE SIXTYFOUR THOUSAND IN PAYMENTS SIXTEEN THOUSAND WEEKLY CLIENT AGREE TO REPAYMENT OUT OF FIRST GROSS RECEIPTS AND TO GUARANTEE PAYMENT THREE MONTHS CLIENT RESERVES FIRST RUN RIGHT NEW YORK CHICAGO BOSTON AND PHILADELPHIA LATTER THREE MAY NOT BE TAKEN ADVANTAGE OF DEPENDING UPON NEW YORK AND THEATRE POSSIBILITIES NEW PICTURE WILL BE VERY FINE AND UNDOUBTEDLY SENSATIONAL IF THIS DEAL POSSIBLE CAN BLOCK STATE RIGHT SALES BIG PICTURE NEED FIRST SIXTEEN THOUSAND BY TWENTIETH IF ABRAMS DOUBTFUL ABOUT SCHEDULE WE GUARANTEE REPAYMENT THREE MONTHS AND AFTER NEW YORK OPENING THERE WILL BE NO DOUBT MY MIND AS TO HIS ABILITY TO GET THIS AMOUNT HAVE SEEN ENOUGH TO KNOW REGARDS END QUOTE GLAD TO HEAR SUCH ENTHUSIASTIC REPORTS ON UNITED PLEASE ANSWER REGARDS

BERT

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT 188 WEST 42 ST. NEW YORK BRYANT 648-

TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram) Form 16Dbf

91 NY RO.1240PM. 104

TY . CHICAGO ILLS JAN 20-21

MR ALBERT BANZHAF

D W GRIFFITH INC 1476 BWAY

NYC.NY

TELEGRAM RECD WE HAVE MADE CORRECTIONS STOP REGARDING ELIMINATION FIRST SENTENCE PRODUCTIONS PARAGRAPH THE TWO POINTS WE TRIED TO COVER BY THIS SENTENCE ARE FIRST THE NUMBER OF PRODUCTIONS FROM THE GRIFFITH STUDIOS AND SECOND THAT THERE HAS BEEN WORLD WIDE EXHIBITION OF GRIFFITHS PROUDUCTION STOP CAN YOU NOT FORMULATE A SENTENCE TO TAKE THE PLACE OF THE ONE ELMINATE WHICH WILL COVER THESE TWO POINTS AND EMBODY IS BEFORE MR GRIFFITHS SIGNS WIRING US THE SENTENCE AND AT THE SAME TIME ADVISE THAT MR GRIFFITH HAS SIGNED BOTH THE FRONT PAGE AND THE LAST PAGE SO THAT WE CAN GET TO PRESS TODAY .

COUNSELMAN AND CO.

January 20, 1921

Miss Helen Kleine,
Merrill School,
Orienta Point,
Mamaroneck, N. Y.

Dear Miss Kleine:

Your father has asked Mr. Griffith that you be permitted to visit our studio with one or two of your friends. We will be glad to have you come any day you are free from school and only ask that you telephone a little before.

Sincerely yours,

Secretary to Mr. Griffith

Dear Mr. Griffith:

I have had the pleasure of seeing your superb production of "Way Down East". It is a masterpiece in all its many wonderful details.

Please accept my congratulations on an achievement which greatly adds to your already brilliant record.

Faithfully,

David Belasco

New York, January 20th, 1921.

Copy for Mr Banzhaf

132

(Classified)

INTEREST AND DIVIDEND NOTICES

D. W. GRIFFITH, INC.

An initial dividend of One Dollar per share On Class A Shares outstanding of D. W. Griffith, Inc., was declared January 15, 1921, payable March 4th, 1921 to stockholders of record at the close of business on February 26th, 1921.

New York, January 20, 1921.

A. H. T. Banzhaf, Secretary

Insertions as follows - one time:

New York, N.Y.	-	N.Y. Times	N.Y. Evening Post	N.Y. Tribune
		Evening Journal	N. Y. Herald	N. Y. Sun
		Wall St. Journal	Daily Telegraph	
		Moving Picture World	Motion Picture News	
Chicago, Ills.	-	Chicago Tribune	Chicago News	
Boston, Mass.	-	Boston Herald	Boston Transcript	
Philadelphia, Pa.	-	Phila. Ledger	Phila. Bulletin	
Pittsburg, Pa.	-	Pittsburg Dispatch	Pittsburg Press	
Baltimore, Md.	-	Balto. Sun	Balto. News	
Washington, D. C.	-	Evening Star	Washington Times.	

GUEDALLA, JACOBSON & SPYER
Solicitors.

Winchester House,
Old Broad Street
London, E.C. 2.

20th January 1921.

Dennis F. O'Brien Esq.
1482 Broadway
New York, U. S. A.

Dear Sir:

United Artists Corporation

Foreign & inclosed

Further to our letter of the 17th instant, we have to report that Major King attended on Mr. Guedalla's behalf at Mr. Greenhill's office yesterday afternoon and received from him four boxes containing altogether 23 cans or reels, as follows:-

"Suds"	(5 reels)
"Pollyanna"	(6 reels)
"Mollycoddle"	(6 reels)
"When the Clouds Roll By"	(6 reels)

Mr. Greenhill and Mr. Wood told Major King that the positives were in quite good condition, and indeed, to Major King's eyes, although he is not an expert in these matters, they looked brand new. Mr. Wood opened each can for Major King, and Major King made such haphazard investigation as he could to satisfy himself about the matter.

Mr. Greenhill asked for a receipt, which Major King gave, as per enclosed copy, which was already prepared by Mr. Greenhill. Major King, with members of our staff, then

brought these films to Winchester House. Mr. Greenhill wrote re the receipt to Mr. Greenhill today as per enclosure.

Your probably are not aware of it, but there is a very well-known safe deposit in the basement of Winchester House. It is called the Winchester House Safe Deposit, and corresponds to some of your large safe deposits in the basements of your down-town buildings. It seems that films have never been deposited with them. We had already asked them in anticipation to find out from their own insurance company whether they have to comply with any particular regulations of the London County Council or other Statutory Authority if they received films. They are prosecuting these enquiries, and have not yet received a reply, but as we and different clients of ours are very good customers of theirs, they have consented overnight (and no doubt would continue to do so for a day or two), to receive the films until they get the answers.

So we have taken four little safes down there, of which Mr. Guedalla holds the keys. Each film is in a separate safe and pretty well occupies the space of each safe. We understand the rental that is to be asked for each safe is 15/0d per month. Major King tells Mr. Guedalla that it might be possible by re-arranging the cans and mixing them up together, to take two or three safes of a different size which will house the lot, and then there would be adjustments made in

rental and Major King thinks possibly a few shillings per month might be saved, but we have told him, that until we get instructions from you, we do not think it worth while, with regard to such expensive positives, to trouble about saving a few shillings, because I cannot help thinking that arrangements will be made very early by your clients to take these positives out of our hands, and it may be much more convenient if, as at the present moment, we keep each film in its own little safe.

One does not apprehend the risk of fire in the Winchester House Safe Deposit. After all, we came through the War quite safely, although there were bombs all round us, and even during the War, I never apprehended the loss of any of the papers or securities of a very valuable nature which clients and we hold down in the basement in the said Safe Deposit. Still, films are inflammable, and even might burn of themselves down there, so we thought it better to add to our cable Mr. Greenhill's suggestion that perhaps it is desirable to have these positives insured.

It may be that you or your clients have particular Underwriters with whom you wish to insure. We are not at all sure but that you can easily get them insured in New York instead of here. Anyhow, we presume that while the films are in Winchester House Safe Deposit, Old Broad St., London 1 E. C. Underwriters ought to quote the lowest possible premiums.

With regard to the payment of Duty, Mr. Greenhill in the end, did not ask us tomake any payment on behalf of our client. In fact, he had not yet got the account before him. He has told Major King he will be sending it along to us today, and in accordance with the conversation that Mr. Guedalla had with Mr. Greenhill on the telephone, it is understood that we are to cable to you when we know the amount, asking you to cable over the amount thereof to us, so that we can pay it to him, or if you prefer, you can cable it direct to Mr. Greenhill.

Further to our letter of the 17th instant, Mr. Greenhill was very hopeful that after Mr. O'Brien's visit to the coast, there would be some resumption of negotiations,

We are, dear Sir,

Your faithfully,

Guedalla, Jacobson & Spyer

P.S. Since the above was dictated, we have received your cable of the 19th as per copy herewith.

We have omitted to say in the above that the safes have been rented for at least one month, that being the shortest period for which we could hire them.

We enclose copy letter sent to Mr. Greenhill today.

Mr Bauchaff
who attends to matters of this
kind

ny. ✓

New York City,
January 20, 1921.

Mr. J. C. Epping,

Treasurer, D. W. Griffith, Inc.,

Mamaroneck, N. Y.

Dear Sir:-

May I ask that you kindly change my address, which you now have as 466 Lexington Avenue, c/o Comptroller's Office, as this address is incorrect. My correct address is #3285 Decatur Avenue, Bronx, New York City.

Yours very truly,

Martha L. Hornack

Sheet # 3 ny.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered 110 - - - - - - - - - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 20, 1921.

Frank L. Tomkins (L. S.)

_____ (L. S.)

_____ (L. S.)

27

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - -299 - - - - to - - - - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 20, 1921.

Chas. H. Priest (L. S.)

_____ (L. S.)

_____ (L. S.)

Rte

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - - - 81- - - - to - - - -90- - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 21, 1921.

Robert Sterling Clark (L. S.)
By Stephen Smith Clark
his attorney in fact.
(L. S.)

(L. S.)

ACC

21

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - 1 -91- - - - - to - - - - -100- - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 21, 1921.

Joseph Carlin Cleary (L. S.)

_____ (L. S.)

_____ (L. S.)

January 20th 1921.

Mr. T. C. Goodsell,
2124 Robinwood Avenue,
Toledo, Ohio.

Dear Sir:

Beg to acknowledge receipt of your Agreement in re Wark Producing Corporation matter and I feel absolutely confident that with Mr. Griffith's endorsement the notes mentioned in the Agreement will be paid in full on their respective due dates.

Regarding F. Four, beg to advise that there will be a further small dividend paid but possibly not until the end of this year pending tax matters.

Very truly yours,

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Title Guarantee and Trust Company,

Wark

REAL ESTATE TITLE INSURANCE.
BANKING, TRUSTS.
176 BROADWAY,

176 BROADWAY, MANHATTAN.
137 WEST 125TH STREET, HARLEM
370 E. 149TH ST. (NEAR 3D AVE.), BRONX.
90 BAY ST., ST. GEORGE, S. I.

175 REMSEN ST., 196 MONTAGUE ST., } BROOKLYN.
350 FULTON ST., JAMAICA.
67 JACKSON AVE., LONG ISLAND CITY.

CAPITAL AND SURPLUS $16,000,000.

Wark Producing Company,
71 West 23rd St.,
New York City.

NO. _____

NEW YORK,

Jan. 20, 1921.

DUE TO THE COMPANY AS FOLLOWS

For services as registrar of certificates of				
indebtedness for the year ending Jan. 1, 1922.	25.			

F. 3992 N.Y.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

January 20th 1921.

Mr. Harry Carr,
c/o D. W. Griffith, Inc.,
Mamaroneck, New York.

Dear Mr. Carr:

I Beg to acknowledge receipt of the following Scenario's described as ol

VHLB:MD

Very truly yours,

"THE GREATER GAMBE"
"BOLSHEVIKI"
"HER MASTERY"
"THE BLACK BEACH"
"SIGNERS".

I beg to acknowledge receipt of the following described scenarios:

Dear Mr. Carr:

Mamaroneck, New York.
D. W. Griffith, Inc.,
Mr. Harry Carr,

Very truly yours,

Stones

January 20th 1921.

Mr. Harry Carr,
D. W. Griffith, Inc.,
Mamaroneck, New York.

Dear Mr. Carr:

I beg to acknowledge receipt of the following described Scenarios:

"THE GREATER CAUSE"
"BOLSHEVIKI"
"HER MAJESTY"
"THE BLACK BEACH"
"SISTERS".

Very truly yours,

AHTB:MD

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

128NYM 33

2 RECTOR ST. NY

M LOSANGELES CALIF JANY 21 1235P 1921

ALBERT BANZHAF

2 RECTOR NEW YORK

ORIENTAL UNION CALLED ROMANCE NOTE YESTERDAY STOP CANNOT ANSWER YOUR TELEGRAM OF YESTERDAY UNTIL WE ARE ADVISED OF NEW ARRANGEMENTS MADE WITH CENTRAL UNION SHALL TELEGRAPH YOU IMMEDIATELY UPON GETTING THAT INFORMATION REGARDS

DENNIS F OBRIEN

436P

Give Profesh

Studio
Misc.

January 21st 1921.

Mr. Albert L. Grey,
Longacre Building,
B'way & 42nd Street,
New York City.

Dear Mr. Grey:

This will introduce to you Mr. William Fox, relative to the matter which I spoke to of over the 'phone. Mr. Fox understands that you have no definite plan in mind and only wishes to meet you with a view that if something should transpire in the near future you would have him in mind before making arrangements with others.

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE GRAMERCY 50

PRIZMA
INCORPORATED

71 WEST TWENTY THIRD STREET
NEW YORK

LABORATORY
3193 BOULEVARD
JERSEY CITY, N. J.

3193 Boulevard, Jersey City, N. J.

Jan. 21st, 1921.

Mr. Elmer Clifton,
D. W. Griffith Studio,
Mamaroneck, N. Y.

Dear Mr. Clifton:-

The machinery required for giving the fine quality of negative will be finished this week and operated during the coming week.

I believe that we are approaching the time when you will want to do the continuity of the theatre scenes. You ought to have in stock about a little over a thousand feet of panchromatic negative and the purpose of this letter is to remind you that it may be necessary to order an additional five thousand feet for use in the theatre scenes.

With kindest regards

Very truly yours,

PRIZMA, INC.,
Per W. V. D. Kelley

W.V.D.KELLEY:GMF

Mr Epping:
Mr Griffith asked for 5000 ft more film for Prizma
E. C.

Office of the

Clark Estates,

Singer Building, 149 Broadway,

W. Beach Day, Agent. *New York,* January 21, 1921.

Mr. Albert H. T. Banzhaf, President,
Wark Producing Corporation,
2 Rector Street, New York.

Re - Wark Producing Corporation Certificates

Dear Sir:-

Referring to my telephone conversation with you today relative to the Wark Producing Corporation Certificates now in default, I am sending you herewith the following Agreements of Compromise Settlement:-

(1) Agreement signed by Mr. Stephen Carlton Clark covering ten $1,000 Certificates of Indebtedness Numbered 91 to 100 inclusive, owned by him.

(2) Agreement duly signed in behalf of Mr. Robert Sterling Clark by Mr. Stephen Carlton Clark, his brother, as Attorney-in-fact covering ten $1,000 Certificates of Indebtedness Numbered 81 to 90 inclusive owned by Mr. Robert Sterling Clark.

(3) Agreement signed by Mr. W. Beach Day covering Certificate of Indebtedness Number 101 for $1,000 owned by him.

It is my understanding that as soon as a majority of the certificate holders consent to this settlement, cash and new notes will be delivered upon presentation of the old Certificates of Indebtedness in the following ratio for each $1,000 certificate:

Cash - $127.12½

Non-interest bearing notes endorsed by D. W. Griffith in amounts and maturities as follows:

Maturing	May 1, 1921	50.85
	Sept. 1, 1921	50.85
	Dec. 31, 1921	101.70
	May 1, 1922	76.27½
	Sept. 1, 1922	50.85
	Dec. 31, 1922	50.85
Total cash and notes		$508.50

Mr. Albert H. T. Banzhaf #2 Jan. 21, 1921.

I understand that you will advise me when it is desired to have the Certificates of Indebtedness presented for exchange.

Kindly acknowledge the receipt of the enclosed agreements by initialing and returning the attached carbon copy of this letter.

Very truly yours,

W T Beach Day

Agent

~~SES~~: S

Enclosures

I have not gone over your figures but the basis is correct

ATB

Jan. 22, 1921.

Messrs. Lee Benoist & Co.,
25 West 43 rd Street,
New York, N. Y.

Gentlemen:-

We are enclosing herewith some letters returned to us because of wrong addresses, also some letters inquiring about the purchase of more stock. One of these letters contain a check for Thirty (30.00) Dollars.

Yours truly,

D.W.Griffith Inc.,

Per

Cashier.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

New York Offices
Fifth Avenue and 44th St.
Cable Address "Kotromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Member of Federal Reserve System

Cable Address: "Fidelitas"

Foreign Offices
Cable Address "Garritus"

London Paris
Liverpool Havre
Brussels

New York, January 22, 1921

In replying please refer to number 66-171-5

Mr. D. W. Griffith,
Orienta Point,
Mamaroneck, New York. Attention of Mr. J. C. Epping

Dear Sir:

We wish to advise having received from the United Artists Corporation two checks aggregating $6,283.40.

As one of the above checks amounting to $1,030.40 was drawn on Canada, it was subject to a discount of 12½%, or $128.80. We are, therefore, applying the proceeds of the above checks, $6,154.60, in reduction of your loan to $195,161.56.

Yours very truly,

G. T. Scherzinger

GEORGE T. SCHERZINGER
Assistant Treasurer.

PRICE WATERHOUSE & CO
EXAMINED
DEC 1920
No. 53
ACCOUNTANTS

Canada
1030.40
128.80
901.60

128.80 Exchange
1960 Exp
14840

6283.40
1030.40
5253.00

1050
1030.40
19.60

1030.40
148.40
882.00
1050.00
148.40
901.60

315,000.
119,838.44
195161.56

OK WS

112,502.12
7336.32
119838.44

Canada

PASADENA STAR-NEWS

CHARLES H. PRISK,
Editor and Manager

J. H. PRYOR
LON F. CHAPIN } Associate Editors and Managers

HIGH-CLASS COMMERCIAL
PRINTING

PASADENA CAL. Jan. 22 '21

Wark Producing Corporation,
1476 Broadway,
New York City, N.Y.

Gentlemen:

Herewith you will please find blank signed in accordance with your suggestion. Your acknowledgement of receipt of it would be appreciated.

Very truly yours,

Chas. H. Prisk

Editor The Star-News

Jan. 22, 1921.

Miss Fannye Coleman,
1028 Dalton St.,
Jackson, Miss.

Dear Miss Coleman:-

We have no record of you having submitted any manuscripts to this Studio. You evidently have made some sort of a mistake.

Very truly yours,

D. W. GRIFFITH STUDIO.

By:-

HCC
IEH

January 22nd 1921.

Mr. J.C. Epping,
% D.W.Griffith office,
1476 Broadway,
New York City.

Dear Mr. Epping:

Beg to advise that an action was brought by the Exide Battery Depots, Inc. against D.W.Griffith, Inc. to recover the amount due for goods sold and delivered between the 21st day of August 1920 and the 10th day of September, 1920, the total sum of $1028.30. This action was brought by Mr. William U. Goodbody, 37 Liberty Street. I have obtained an extension to answer this action, but advise that if you have no defense to this claim that you send me a check to the order of William U. Goodbody as attorney for the Exide Battery Depots, Inc. for the amount of this claim, and I will try to settle the action without costs.

Please let me have the check on or before the 26th day of January, 1921.

I also enclose herewith copy of letter which I received from Mr. Van Ness relative to bill of the Ad Press Co. for printing. Will you kindly take care of this in the usual course, and oblige

Very truly yours,

AHTB/GD

P.S. Also enclosed herewith is statement (in letter form) from Counselman & Co. dated January 19th 1921.
G.D.

TELEPHONE 2074-2075 RECTOR

CABLE ADDRESS "SAGWEN" NEW YORK

NEUMAN & NEWGASS

ATTORNEYS AND COUNSELLORS AT LAW

2 RECTOR STREET, NEW YORK

FREDERICK F. NEUMAN
GEORGE W. NEWGASS

NEW YORK Jan. 22nd, 1921.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

My dear Mr. Banzhaf:

May I ask you to be good enough to have both of the enclosed signed and sealed by D. W. Griffith, Inc., to be attached to the copies of the agreement entered into yesterday between Barthelmess and the Famous Players-Lasky Corporation. That agreement was revised in connection with the featuring of Barthelmess and also to provide that the latter should render his services in the City of New York or upon location, that his transportation to and from location should be paid by the Famous Players and that the $1500. a week to be paid to him for the four weeks beginning January 17th, 1921 should be paid "weekly", instead of Saturday of each week, because he may not actually receive his checks until the Monday or Tuesday following each week.

I yesterday received from Mr. Gray the original and duplicate of the agreement between D. W. Griffith, Inc. and Barthelmess, and sent him by his messenger a copy of the agreement signed by Barthelmess and witnessed by me. Will you be good enough to attest the seal on the enclosed copy and return the same to me, and oblige,

Yours very truly,

Edw. McJames

EMC
Encs.

The undersigned D. W. GRIFFITH INCORPORATED, a Maryland corporation, to induce the execution and delivery of the within instrument by Famous Players-Lasky Corporation, does hereby warrant and represent that the existing agreement between David W. Griffith, as party of the first part, and Richard Barthelmess, as party of the second part, dated April 1920, the rights of the party of the first part under which agreement were assigned to the undersigned by instrument dated the 1st day of July 1920, has this day been modified so as to permit Richard Barthelmess to enter into the foregoing agreement with the Famous Players-Lasky Corporation; and the undersigned hereby consents to the performance by the said Richard Barthelmess of the terms of the foregoing agreement on his part to be performed.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name by its Vice-President thereunto duly authorized, and its corporate seal to be affixed, attested by its Secretary, this 21st day of January 1921.

D. W. GRIFFITH, INCORPORATED

By D. W. Griffith
Vice-President

Attest:

Albert W. Banzhaf
Secretary

January 24th 1921.

Mr. Walter N. Seligsberg,
43 Cedar Street,
New York City.

In re: Wark Producing Corporation

Dear Sir:

Enclosed please find two (2) bills from Jacob Lurie for printing of Agreements, letters and envelopes in re the above matter.

Kindly send check to me or to Mr. Lurie directly.

Very truly yours,

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered 289 - - - - - - to 293 - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 24th, 1921.

W. D. Rosenberger (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered- - - -250 - - - - - - - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January , 1921.

Mabel G. Monat (L. S.)
exct. estate of H. L. Monat
(L. S.)

$30,000.00 January 24th, 1921 19

On Demand after date We promise to pay to

the order of J. C. Epping

Thirty Thousand and No/100 ---------- Dollars

at Our office, Orienta Point, Mamaroneck, N. Y.

Value received with interest at ____ per cent per annum.

D. W. Griffith Inc.

No. ____ Due On Demand

President.

IN THE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

OFFICE OF
WM. H. MOORE, JR.
TRUSTEE IN BANKRUPTCY
704-6-7 HIGGINS BUILDING
2ND & MAIN STS.
LOS ANGELES, CAL.

TELEPHONES:
MAIN 4622
HOME 10112

IN THE MATTER OF
Goldstein Co. L.A.Inc.,
BANKRUPT

Adams, Adams & Binford.
ATTORNEY FOR THE TRUSTEE

January 24, 1921.

Albert H. T. Banzhaf, President,
Wark Producing Corporation,
2 Rector Street,
New York City.

Dear sir:

Receipt of circular letter of January 10th, in respect to the petition in bankruptcy filed against the Wark Producing Corporation, has been received. There was enclosed in the communication received by me a separate letter and consent for the use of Mr. Simon Goldstein, who holds two certificates of indebtedness of the Wark Producing Corporation. I have forwarded this separate communication to Mr. Simon Goldstein at his address, 883 Market Street, San Francisco, California. Please address future communications direct to him so far as these two outstanding certificates are concerned, as I have no interest in the two certificates held by him.

Please note that the undersigned, as Trustee in Bankruptcy of the estate of Goldstein Co., L.A. Inc., holds the following certificates of indebtedness of the Wark Producing Corporation, only: Nos. 126,- 129 to 141 inclusive, fourteen certificates in all.

As Trustee of this bankruptcy estate, and as the holder of these certificates, I am perfectly agreeable to the settlement proposed, but I am not in position to send to you the formal consent which you desire from all of the creditors, as it would require a special order of the Court here. Should the settlement not be consummated and a dismissal of the involuntary proceeding obtained, and the same settlement is proposed by way of composition in the bankruptcy proceeding, and the formal action on my part as the holder of the particular certificates mentioned becomes a necessary factor in the consummation of the composition, then please so advise me, when I will take the necessary formal proceedings in the Court here to obtain authority of the Court to consent to the composition. In this connection I am handing to you herewith a copy of a letter which I wrote to Mr. W. N. Seligsberg, Receiver, on January 13th, which is self-explanatory.

In the event that the settlement is effected without the necessity of a composition, I will surrender up the certificates of

indebtedness upon receiving the cash settlement and the promissory notes as offered.

Will you kindly keep me advised of developments, obliging,

Yours very truly,

Trustee.

(Duplicate.)

IN THE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

OFFICE OF
WM. H. MOORE, JR.
TRUSTEE IN BANKRUPTCY
704-6-7 HIGGINS BUILDING
2ND & MAIN STS.
LOS ANGELES, CAL.

TELEPHONES:
MAIN 4622
HOME 10112

IN THE MATTER OF

Goldstein Co.
BANKRUPT

Adams, Adams & Binford
ATTORNEY FOR THE TRUSTEE

January 13, 1921.

Mr. W. N. Seligsberg,
Receiver, Wark Producing Corp.,
43 Cedar St., New York City.

Dear Sir:

Please accept my thanks for your nighe letter of January 8th, and also your letter of the same date, giving me information in respect to the Wark Producing Corporation.

It is not likely that as Trustee of this bankrupt estate of Goldstein Co. I will formally accept the composition settlement, however attractive the terms may be, but, if the settlement is reasonable, I will not in any manner stand in the way of its consummation, and when, and if, confirmed, I will naturally accept such payments as are ordered.

Should the particular indebtedness of the Wark Producing Co. which I hold be required to produce a majority vote in favor of the composition, and my formal acceptance is required to insure the success of the composition, I assume that it will be so presented to me, and in that event, should it seem desirable, I can obtain the necessary authority of the Court here to authorize me to formally deal with the matter.

In this connection, it might interest you to know that the Goldstein Co. estate is wholly solvent and has paid its creditors in full with interest, the claim against the Wark Producing Co. constituting a part of the surplus of the estate. I am unable, however, to make a distribution of the surplus to the corporation and secure my discharge as Trustee. We hope that this will be effected in the next sixty to ninety days.

Yours truly,

(Signed) Wm. H. Moore Jr.
Trustee.

Copy

NEW YORK LAW JOURNAL
MONDAY JAN. 24, 1921 -
NOT FILMED.

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NEW HOWLER

RECEIVED AT

TELEPHONE No. 1190
TELEPHONED TO sent.
TIME 1022a
BY VW TO BE

22NYSY48 NL

H LOS ANGELES CALIF JAN 25

D W GRIFFITH

GRIFFITH STUDIO MAMARONECK NY

ARE YOU ANTICIPATING COMING TO LOSANGELES IF SO MAY HAVE STUDIO TO OFFER YOU EXCLUSIVE LEASE ON ANSWER AT ONCE AS PROPOSITION IS COMING UP FOR DECISION TODAY RENT WOULD BE SEVEN HUNDRED AND FIFTY DOLLARS PER WEEK STUDIO QUITE UP TO DATE AVAILABLE EARLY IN MAY CONFIDENTIAL

THEO M NEWMAN

823A

Call. 9

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT

195 BROADWAY, N.Y.

1921 JAN 25 AM 12 39

A627GS 18 NITE

M LOSANGELES CALIF 24

ALBERT ANZHAF 8401

2 RECTOR ST NEWYORK NY

ABRAXS LEFT FOR NEWYORK TODAY AND WILL TAKE UP MATTER REGARDING GRIFFITH WITH YOU ON HIS ARRIVAL REGARDS

DENNIS F OBRIEN.

u artists

Mr. Weiner.

FAMOUS PLAYERS-LASKY CORPORATION
485 FIFTH AVENUE, NEW YORK

ADOLPH ZUKOR
PRESIDENT

January 25th,
1 9 2 1.

~~Dear~~ Mr. Griffith:

May I have the pleasure of your company at a dinner to be given by Famous Players-Lasky Corporation at Delmonicos on Tuesday, February 8th, at 7.30 P.M., as a testimonial to Mr. Hugo Riesenfeld whose genius in the presentation of motion pictures has done so much for the upbuilding of our industry.

Your early response will be appreciated.

Cordially yours,

Adolph Zukor

Mr. D. W. Griffith,
1476 Broadway,
New York City.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK January 25,1921.

D. W. Griffith,Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sirs:

We acknowledge receipt of your check for $8,000., same to be applied on account of your note "Way Down East", leaving a balance due of $46,235.24.

Yours very truly,

Assistant Secretary.

WS.C
Banking

175
12876.76
46,235.24

CABLE ADDRESS "SELLEW"

LAW OFFICES OF
SELIGSBERG, LEWIS & ROTHSCHILD
43 CEDAR STREET
NEW YORK CITY

WALTER N. SELIGSBERG
CLARENCE M. LEWIS
JAY LEO ROTHSCHILD

Wm Banzhaf

25th January, 1921.

Albert H. T. Banzhaf, Esq.,
2 Rector Street, New York City.

My dear Bert:

I am returning the Lurie bills because they are not strictly a Receiver's charge. The settlement might ultimately not go through, and in that event, I should be personally liable for this $38.75. Please do not consider me small in the matter, but I think you will agree with me that I am correct.

As you know, Mr. Epping paid the $31,000 today, to our very great joy.

Very truly yours,

W. N. Seligsberg

WNS/EW
Encl.

CITY COURT OF THE CITY OF NEW YORK.

- -x

EXIDE BATTERY DEPOTS, INC.

Plaintiff,

-against-

D.W.GRIFFITH, INC.

Defendant.

- -x

IT IS HEREBY STIPULATE and AGREED by and between the attorneys for the respective parties hereto that the above-entitled action be and the same is hereby discontinued without costs to either party, and that an order to that effect may be entered without further notice.

DATED, January 25th 1921.

W.U. GOODBODY

Attorney for Plaintff.

ALBERT H.T. BANZHAF

Attorney for Defendant.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

January 25th 1921.

William U. Goodbody, Esq.,
37 Liberty Street,
New York City.

In re: Exide Battery Depots, Inc.,
vs. D.W.Griffith Incorporated.

- - - -

Dear Mr. Goodbody:

I enclose herewith check to your order for $1028.30 under date of January 24th in full payment of the above entitled action.

Will you kindly sign the within consent of discontinuance, and oblige

Very truly yours,

AHTB/CD
Encs.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK January 26, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sirs:

We acknowledge receipt of your check for $7,000., which we have applied on account of your "Way Down East" note, leaving a balance due of $39,235.24. OK

We also acknowledge receipt of your check for $3,066.67, ~~same being~~ interest on your note of $200,000. to December 31st, and your check $2,443.93, same being interest on your "Way Down East" note.

Thanking you, we remain

Yours very truly,

Assistant Secretary.

WS.C
Banking

Handled
Mail Dept.
By O. A. J.

175,
135,764.76
39,235.24 OK

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered 198 - - - - - to 222 - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 26, 1921.

[illegible] (L. S.)

S N Tollman (L. S.)

_____ (L. S.)

New York, January 27, 1921.

Mr. Russell Palmer,
New York.

Dear Sir:

We desire you to procure for us a purchaser of our collateral note for $126,000., dated January 27, 1921, payable to our order four months from date and duly endorsed in blank. The purchase price shall be $100,000. net, and as collateral security for the payment of said note we will duly execute and deliver a good and sufficient assignment of a picture now under construction at Griffith Studios, personally directed by Mr. D.W. Griffith, and based on certain stories from Thomas Burke's "LIME HOUSE NIGHTS". (This assignment shall be subject only to a contract for the picture's release by United Artists Corporation, copy of which contract is attached hereto.) ~~Also an assignment of "WAY DOWN EAST", subject to two liens, and "LOVE FLOWER" subject to a lien to Guaranty Trust Company.~~

Mr. D. W. Griffith will personally sign a letter contract, copy of which is attached hereto, and a surety bond is to be ~~furnished~~ obtained if possible by us guaranteeing the fulfilment of this letter contract of Mr. Griffith.

Any part of the above mentioned collateral not required by the Surety Company is to be returned to us and not to be held as collateral.

Any fees, commissions or expense incurred in connection with obtaining the surety bond and the cost of the bond itself shall be paid by us.

We are to advance you $4,000., which you are to return to us in case you are unable to obtain the loan under the above terms and conditions; but if the loan is secured then said amount shall be retained by you.

If we receive from your clients in excess of $100,000. we shall immediately pay to you or your order, whatever excess amounts we so receive.

This letter, has, of course, ~~no connection with~~ surpassed and ~~is separate and distinct from any previous negotiations between us.~~

Very truly yours,

D. W. GRIFFITH, Incorporated
By

B

Attorney

Dear Sirs:

I am informed that you hold the note of D. W. Griffith, Incorporated, due ~~May~~ 27, 1921 for $126,000., and as collateral security hold an assignment from said Company of a picture now under construction at Griffith Studios, personally directed by me and based on certain stories from Thomas Burke's "LIME HOUSE NIGHTS". This assignment I understand is subject to a contract for the picture's release by United Artists Corporation; ~~also an assignment of "WAY DOWN EAST" subject to two liens~~ and "LOVE FLOWER" subject to ~~a lien to Guaranty Trust Company~~. Copy of assignment of ~~these three~~ their pictures is attached hereto.

If you by your acceptance of this letter will agree not to offer the above collateral for sale to any other person or corporation, in case the note is not paid at maturity, I will, upon five days written notice from you, after June 1, 1921, and on or before ~~June~~ July 8, 1921, accept this note and collateral from you, and will pay you for the same $126,000. cash; and if I do not pay you this amount for the note and collateral within five days after receiving the above mentioned notice, you are to hold the note and collateral for my account as trustee, and I will then be obligated to you on demand to the amount of $126,000.

Yours very truly,

To be signed by Dec 27

Scenarios

27th January, 1921

D. W. Griffith Esq.,
Mamaroneck, New York.

Dear Mr. Griffith:

I am sending to Mr. Carr, the head of your scenario department, a scenario prepared by Blanche G. Erdman, who is Mr. Albert Erdman's wife,- a distinguished lawyer of this City.

I did not want to trouble you by submitting this to you personally, but if an opportunity arises, will you say a word to Mr. Carr so that I can assure Mrs. Erdman that her scenario will receive careful consideration.

With regards, I am

Very truly yours,

W. N. Seligsberg

WNS/EW

Stories

CABLE ADDRESS "SELLEW"

LAW OFFICES OF
SELIGSBERG, LEWIS & ROTHSCHILD
43 CEDAR STREET
NEW YORK CITY

WALTER N. SELIGSBERG
CLARENCE M. LEWIS
JAY LEO ROTHSCHILD

27th January, 1921.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City

My dear Bert:

I am enclosing a copy of letter which I am sending to D.W. When you get up to Mamaroneck, will you take some favorable opportunity if you can, to press my cause. I don't want any guarantees of acceptance, or anything like that, but I want to be able to assure Mrs. Erdman, that whatever the decision with respect to her scenario may be, it will have received honest and fair consideration.

Faithfully yours,

W. N. Seligsberg

W. N. Seligsberg

WNS/EW
Encl.

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT *New Rochelle, N. Y.*

1108 Day-letter 1498

132NYSY188 BLUE

TELEPHONE No.

GH WASHINGTON DC 420P JAN 28 TELEPHONED TO

TIME 11a

D W GRIFFITH BY TO BE 1/5/21

GRIFFITH STUDIOMAMARONECK NY

BELEIVE YOUR APPEARANCE BEFORE NATIONAL PRESS CLUB SUNDAY AFFORDS OPPORTUNITY FOR EFFECTIVE CONCISE EXPRESSION OF PROBLEMS ACHIEVEMENTS AND HOPES OF CINEMA ART THAT WILL GAIN WIDE PUBLICITY AS THE LEADER OF THE NEWEST ART SPEAKING TO THE LEADERS OF AN OLD ONE YOUR RESUME OF ITS PROGRESS AND YOUR INTERPRETATION OF ITS FUTURE WILL GET ATTENTION SUGGEST YOU TAKE OPPORTUNITY TO DISCUSS PREJUDICES SUCH AS CENSORSHIP THAT HAMPER GROWTH THINK NEWSPAPER WRITERS WOULD BE INTERESTED IN HAVING YOU SUGGST RUDIMENTARY REQUIREMENTS OF CREATING FOR SCREEN YOUR INTERPRETATION OF SORT OF MATERIAL FUTURE YEARS WILL DEMAND AND POSSIBLE ACHIEVEMENT IN POLITICS ECONMICS AND EDUCATION RESULTING FROM CLOSER UNION OF SCREEN AND JOURNALISTIC CREATION SPEECH SHOULD BE ABOUT FIFTEEN MINUTES

FRANK R WILSON

620P

Call G. a.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"
London Paris
Liverpool Havre
Brussels

New York January 28, 1921.

G. T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
Oneonta Point,
Mamaroneck, New York.

Dear Sir:

We have received from the United Artists Corporation check for $525. drawn on Canada, the proceeds of which, $463.31, have been applied in reduction of your time loan to $194,698.25.

Yours very truly,

Assistant Treasurer.

66-169-1

525.00
463.31
61.69

194,698.25
186,054.75
8643.50

W S 112 502.12
Canada 7799.63
$120,301.75

315,000.
120,301.75
$194,698.25

OK

C 7799.63
W.S. 121,145.62
$128,945.25

194,698.25
186,054.75
8643.50

315,000.
128,945.25
186,054.75

PHONE BRYANT 6808

FACTORY, SHARON, MASS.

BAY STATE FILM SALES COMPANY, INC.

DISTRIBUTORS OF

SENSITIVE FILMS FOR MOTION PICTURES

220 WEST 42ND STREET

NEW YORK

Jan. 28, 1921.

D. W. Griffith, Inc.

Mamaroneck, N. Y.

Atten: Mr. Bidwell,

Gentlemen:

We are in receipt of your letter of January 27th, enclosing your order for 60000 feet of our unperforated positive stock, which we will ship to you the first of next week.

We have noted the contents of your letter very carefully, and have taken the matter up with our factory. We will communicate with you later on this subject.

Thanking you, we are

Yours very truly,

BAY STATE FILM SALES CO. INC.

Ross A. Coram

ROSS A. CORAM
TREASURER

RC:MG

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Jan. 28, 1921.

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf,

Attached herewith is list of creditors and debtors on Wark as per your request.

If there is anything further you desire to know please advise and will be glad to take care of the matter for you.

With best wishes,

Very truly yours,

CC

$5000.
John R Hall
c/o Knauth Nachod & Kuhne
120 Broadway

W C Peyton 10,000
c/o John R Hall
c/o Knauth Nachod & Kuhne
~~120 Broadway~~

Frank J Tomlins 1000
~~c/o Humphrey Hoy~~
c/o Moore Leonard & Lynch
111 Broadway

5000.-

Fred E. Ostwalt

c/o Mauzy Hotel St Regis

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

√6 000

160 000

216000

55

10800000

10800000

118800.00

35

300.000

105.000.00

8.

8400,00

105-000.

113.400

30.618

82,782

216.000

118.800

97.200

55

10

65

35

81.000

35 000

280

28,350,00

.08

2268.00

28.350

30.618

{ fallings
{ debenture

$5514.34
35.00
2014.34

70. shares.

[redacted]

35 2 1500.
$92.

375.000
5
1875.00

160,000
81,000 16,000.
56,000
4,000 8,000.
3,000.
Dt unl 4,000 10,000.
5,000.
Gates 5,000 1,000.
Goldsw 2,000. 35,000. 1,000
Gold, 14,000. 3,000. 25,000.
Gold 2,000. 2,000. 10,000
1,000. 2,000
Harf. 10,000. 3,000
10,000.
Hosking 1,000. 81,000 10,000
5,000.
Lehman 1,000. B. 3,000.
Heard 1,000. 10,000
10,000
Olden 5,000. 10,000
Patie 1,000. 1,000
3,000
Prieb 1,000. 1,000.
Reaves 5,000. 8,000
Wind 3,000. 9,000
Howd. 1,000 4,000
10,000.
56,000. 22,000.
Schuyl 2,000. 1,000.
Merritt 2,000 160,000
4,000

Computed December 3rd 1920.

Paid in acc 55 1/0

WARK PRODUCING CORPORATION.

STOCKHOLDERS	AMOUNT		NUMBER OF CERTIFICATES OF INDEBTEDNESS.
Aitken, H.E.	16,000.		233 to 248
Aitken, R.E.	8,000.		145 to 152
Anderson, William B.	1,000.	74, B'dway	224
Banzhaf, Edwin J.	10,000.		188 to 197
Barry, J.A.	5,000.		294 to 298.
Block, Benjamin	3,000.	74 B'dway	228,229 and 232
Blumenthal, Hugo	10,000.	5 Nassau	39 to 48
Clark, Robert Sterling	10,000.	149. B'dway	81 to 90
Clark, Stephen Carlton	10,000.	" "	91 to 100
Clausen, Charles S.	1,000.		252
D.W.G. Corporation.	35,000.		153 to 187.
Day, W. Beach	1,000.	149 B'dway	101.
Detwiler, A.K.	4,000.	Toledo	266 to 269.
Ehret, George, Jr.	3,000.	3 E 93rd St	225 to 227
Fairchild, Arthur	1,000.	8 E. 13th	223.
Gates, C.W.	5,000.	Pasadena	284 to 288.
Gish, Lillian D.	3,000.		275 to 277
Goldstein, Simon	2,000.	San Francisco	127 and 128.
Goldstein, Co. L.A. Inc.	14,000.	" "	126, 129 to 141
Goodsell, Mrs. T.J.	1,000.	Toledo Ohio	264.
Goodsell, T.J.	1,000.	" "	265.
Hall, John R.	8,000.	✓ 5 Nassau	106 to 109,22 to 25.
Hall, Norman	9,000.	✓	21, 31 to 38
Hampton, Lewis J.	10,000.	Pasadena	253 to 262.
Hosking, A.J.	1,000.	Pasadena	300
Johnston, Douglas T.	4,000.	149 B'dway	102 to 105.
Knauth-Nachod & Kuhne	10,000.	✓ 120 B'dway	11 to 20
Lehman, H.H.	1,000.	Pasadena	249.
Mainzer, Herbert R.	2,000.	5 Nassau	59 and 60
Mainzer, Robert H.	20,000.	5 Nassau	61 to 70, 1 to 10
	209,000.		

(2) Carried Forward.	209,000.		
Marsh, Mae W.	2,000.		278 and 279.
Mouat, H.L.	1,000.	Pasadena	250.
Oldershaw, C.R.	5,000.	Pasadena	270 to 274.
Oppenheimer, Emil	1,000.	City Manager	123.
Ostwalt, F.E.	5,000.	Farmers Bank	26 to 30.
Patee, L.G.	1,000.	Pasadena	283.
Prisk, Charles H.	1,000.	Long Beach	299.
Putnam, Henry W.	10,000.	108 Chamber of Com.	49 to 58.
Richard, Oscar L.	10,000.	37 Broadway	71 to 80.
Richard, Vera V.B.	3,000.	" "	142 to 144.
Rosenberger, W.D.	5,000.	Pasadena	289 to 293.
Seligsberg, Louis	1,000.	City	122.
Seligsberg, W.N.	1,000.	"	121
Stackpole, T.	1,000.	Claremont	251
Percy Stewart	2,000.	52 William St.	230 and 231
Stern, Albert.	10,000.	40 Exch. Place	111 to 120.
Sterrett, Clarence E.	2,000.	N.J.	124 and 125.
Tallman, S.H.	25,000.	54 Wall St.	198 to 222.
Tomlins, Frank I.	1,000.	5 Museum	110.
Winpenny, Maude.	3,000.	Los Angeles	280 to 282.
Howdershell, D.J. & William Niven.	1,000.	Pasadena	263.
	300,000.		

Ward Bhay

#1

A. E. Silverman, no permanent address, can be reached through the trade anytime. This amount will probably be offset by commission due to Mr. Silverman on contracts not as yet played.

#2A

Contingent fund originally given A. Stevens, employed in shipping room at United Artists office, 729 Seventh Avenue. Inasmuch as Miss Stevens has left our employ this item is now being carried by United Artists cashier for purpose of paying small items for expressage, etc.

#2

#3

#4

#5

#6

#7 This amount covers income tax (3rd instalment) for D. W. G. Corp. and will be refunded to Wark.

#8

#9 This account is uncollectable as man is now deceased

#10 This account will be paid at the rate of ten dollars per week starting Feb. 2nd until entirely liquidated.

#11

CRAVATH, HENDERSON, LEFFINGWELL & DE GERSDORFF

52 WILLIAM STREET

NEW YORK

January 28, 1921

D. W. Griffith, Inc.

Dear Sir:

At Mr. Benoist's request, have sent you today a draft of agreement covering the amendment making the dividend on the Class A stock cumulative. Its execution should be authorized by the Executive Committee and we enclose draft of resolution for this purpose and of a form of letter from Mr. Griffith consenting thereto.

With respect to the dividend recently declared we understand the intention to have been to pay 75 cents per share as the preference dividend for the six months period ending December 31, 1920, and 25 cents on account of the preference dividend for the year 1921, both to be payable to all stockholders of record on a date in February, 1921. Will you not send us as soon as conveniently possible a copy of the resolution you had drafted to cover this and advise us of the date of the meeting at which it was determined?

Yours very truly,

Cravath Henderson Leffingwell & de Gersdorff

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

c.c. Mr. Benoist,
Messrs. Counselman & Co.

H

Mamaroneck, N. Y., _____, 1921.

D. W. Griffith, Incorporated,
Mamaroneck, N.Y.

Dear Sirs:

Referring to the form of Agreement dated January 1, 1921, for the Amendment of the Charter of D. W. Griffith, Incorporated, which I am today submitting to your Executive Committee, I beg to advise you that I am prepared to execute said agreement myself as party of the third part thereto and as the owner of your entire authorized Class B stock, I recommend, request and consent that you authorize and execute the same. I do hereby further consent, as such stockholder, to the amendment of your charter in the manner stated in said form of agreement.

Yours truly,

Resolutions to be adopted by D. W. Griffith, Incorporated, Executive Committee authorizing amendment agreement.

Mr. Griffith stated that he deemed it in the interest of the Corporation, and of himself as the holder of all the Class B stock of the Corporation, that the charter of the Corporation be amended to make the preference dividends on the Class A stock cumulative from July 1, 1920, in the case of stock issued before January 1, 1921, or from January 1 of the year of issue in case of stock issued after said date, and pending the completion of the proceedings necessary to effect said amendment in accordance with the provisions of the Laws of Maryland, to enter into an agreement whereby, so far as possible, the Class A stock would be immediately given the same rights as if said amendment had been duly effected. He submitted a form of such an agreement dated January 1, 1921, and a letter signed by himself stating that he was prepared to execute it himself, and that he recommended, requested and consented that the Corporation should also execute same. Copies of the form of agreement and the letter so submitted are as follows:

(Here take in)

On motion duly made and seconded it was unanimously

RESOLVED, that this Corporation become a party to an agreement to be dated January 1, 1921, substantially in the form which has been submitted to this meeting and which is hereby in all things approved; that the Vice-President of this Corporation

be and hereby is authorized and directed to execute and deliver in the name of the Corporation an agreement substantially in said form; that the Secretary of the Corporation be and hereby is authorized to affix thereto and to attest the corporate seal of this Corporation, and that the proper officers of this Corporation be authorized and directed to do all such acts and things, execute such papers and give such instructions to the Transfer Agents and Registrars as in their judgment shall be necessary, convenient or proper in order to effectually carry out and perform said agreement hereby authorized to be executed.

NEW YORK CITY, January 28, 1921

Russell Palmer, Esq.,
New York,
N. Y.

Dear Sir:

We desire you to procure for us a purchaser of our collateral note for One Hundred Twenty Six Thousand Dollars ($126,000), dated January , 1921, payable to our order for five (5) months from date and duly endorsed in blank. The purchase price shall be One Hundred Thousand Dollars ($100,000) Net, without further interest, and as collateral security for the payment of said note we will duly execute and deliver a good and sufficient assignment (similar to copy of draft heretofore submitted to you) of a picture now under construction at the Griffith Studios, which assignment, however, is not to be recorded, and which picture is personally being directed by Mr. Griffith and is based on certain stories from Thomas Burke's "LIMEHOUSE NIGHTS". (This assignment shall be subject only to a contract for the picture's release by the United Artists' Corporation, copy of which contract is attached hereto.)

Mr. Griffith will personally sign a letter contract, copy of which is attached hereto, and apply for and obtain a surety bond if possible, but without further collateral than that above mentioned, guaranteeing the fulfillment of this letter contract by Mr. Griffith.

Any fees, commissions, or expense incurred in connection with obtaining the surety bond and the cost of the bond itself shall be paid by us.

We are further to pay you upon the full consummation of this deal the further sum of Four Thousand Dollars ($4000) for any further costs and disbursements you may be put to.

If we receive from your clients an amount in excess of One Hundred Thousand Dollars ($100,000), we shall immediately pay to you or your order whatever excess amount we so receive.

This letter, of course, supercedes and takes the place of any previous negotiations we may have had.

Very truly yours,

D. W. GRIFFITH, INC.

By

Secretary

January 28th 1921.

Mr. Charles H. Prisk,
Pasadena Star-News,
Pasadena, California.

Dear Mr. Prisk:

I am in receipt of the Agreement duly signed by you and wish to thank you for your prompt attention to the same,

Very truly yours,

WARK PRODUCING CORPORATION

President.

MD:MS

NEW YORK CITY, JANUARY , 1921

Dear Sirs:

I am informed that you hold the note of D. W. GRIFFITH, INCORPORATED, due on or about June 27th, 1921, for One Hundred Twenty Six Thousand Dollars ($126,000) and as collateral security hold an assignment from said Company of a picture now under construction at the Griffith Studios, personally directed by me and based on certain stories from Thomas Burke's "LIMEHOUSE NIGHTS". This assignment I understand is subject to a contract for the picture's release by United Artists Corporation. Copy of assignment of this picture is attached hereto.

If you by your acceptance of this letter will agree not to offer the above collateral for sale to any other person or corporation, in case the note is not paid at maturity, I will, upon five days' written notice from you, after July 1, 1921, and on or before July 8th, 1921, accept this note and collateral from you, and will pay you for the same One Hundred Twenty Six Thousand Dollars ($126,000) cash; and if I do not pay you this amount for the note and collateral within five days after receiving the above mentioned notice, you are to hold the note and collateral for my account as trustee, and I will then be obligated to you on demand to the amount of One Hundred Twenty Six Thousand Dollars ($126,000).

Very truly yours,

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"
London Paris
Liverpool Havre
Brussels

New York January 29, 1921.

G. T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
c/o Mr. J. C. Eppinger,
D.W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We wish to advise having received from the Bankers Trust Company of Atlantic City, N.J. check for $8,643.50, which amount has been applied in reduction of your loan to $186,054.75.

Yours very truly,

G. T. Scherzinger
Assistant Treasurer.

66-169-2

315,000.00
128,945.25
186,054.75

7799.63
121,145.62
128,945.25

OK

WHEREAS, the undersigned, D. W. GRIFFITH INCORPORATED, a corporation duly organised and existing under the Laws of Maryland, and also authorised to transact business in the State of New York, has assumed the obligation of DAVID W. GRIFFITH, evidenced by a certain promissory note under date of May 14th, 1920, for Three hundred fifteen thousand ($315,000.) Dollars, payable to the GUARANTY TRUST COMPANY OF NEW YORK, or order, on which said note there is a balance of $ now due to said GUARANTY TRUST COMPANY OF NEW YORK, and

WHEREAS, said GUARANTY TRUST COMPANY OF NEW YORK is unwilling to extend the payment of such note unless the same is secured by an assignment to it of a portion of the undersigned's interest in a certain motion picture entitled "WAY DOWN EAST", and of a portion of the payments due it under contracts of release and distribution,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That D. W. GRIFFITH INCORPORATED, in consideration of the extension of the payment of the balance now due on said note being made to said DAVID W. GRIFFITH and D. W. GRIFFITH INCORPORATED by said GUARANTY TRUST COMPANY OF NEW YORK, and of the sum of One ($1.00) Dollar, lawful money of the United States to it in hand paid before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged, and of the premises herewith, has sold, assigned, transferred and set over unto the GUARANTY TRUST COMPANY OF NEW YORK, and its assigns, to its own proper use and benefit, all of its right, title and interest in and to the motion picture negative and positive prints thereof, of the picture known as "WAY DOWN EAST" over the entire world, and all sum or sums of money now due or to grow due upon the contracts covering the releasing or distribution of the said picture now had or hereafter to be had with the United Artists Corporation in the United States and Canada or with any other person, firm or corporation for contracts other than in the United States and Canada, subject, however, to all the right, title and interest which the United Artists Corporation may

have to release said picture, and also subject to all the right, title and interest which the Central Union Trust Company of New York and the National Surety Company have in and to said motion picture negative and receipts derived from the exhibition thereof in a sum not to exceed Four hundred thousand Dollars ($400,000) and D. W. GRIFFITH INCORPORATED gives the GUARANTY TRUST COMPANY OF NEW YORK, and its assigns, full power and authority to ask, demand, collect, compound and give acquittance for the same or any part thereof, and in the name of the undersigned or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor, subject to the prior interest of the aforementioned corporations.

The said D. W. GRIFFITH INCORPORATED represents that it will as Trustee of the GUARANTY TRUST COMPANY OF NEW YORK, hold the aforesaid picture negative and positive prints thereof hereinbefore described, and does further authorize said United Artists Corporation as Trustee for the Guaranty Trust Company of New York to collect the sum or sums of money due or to grow due on account of the leasing or distribution of the said picture now had or hereafter to be had with the United Artists Corporation in the United States and Canada, or with any other person, firm or corporation relating to receipts received from the exhibition or release of said photoplay in foreign territory and the said D. W. GRIFFITH INCORPORATED hereby authorizes said UNITED ARTISTS CORPORATION as Trustee, as aforesaid, to deliver and pay the same to the GUARANTY TRUST COMPANY OF NEW YORK hereto, until such time as the aforesaid loan or any other or subsequent loans which the said GUARANTY TRUST COMPANY OF NEW YORK has made or may make to D. W. GRIFFITH INCORPORATED are fully concluded.

The undersigned further represents that the motion picture negative and positive prints aforesaid are fully insured against loss by fire and that it will, as Trustee for said Trust Company, collect and deliver to it any and all insurance money or instruments for the payment of money so due, subject to the interest of the CENTRAL UNION TRUST COMPANY of NEW YORK and the NATIONAL SURETY COMPANY, as aforesaid.

The undersigned further represents that said motion picture negative and positive prints and contracts and none of the payments due thereon have heretofore been assigned, and that the same are owned by it, subject only, however, to the releasing rights, if any, of the UNITED ARTISTS CORPORATION as aforesaid, and of the rights of the CENTRAL UNION TRUST COMPANY OF NEW YORK and the NATIONAL SURETY COMPANY, as aforesaid, free from all offsets and counterclaims.

The undersigned further agrees that it will not enter into any contract for the sale or lease of any rights, territorial or otherwise, of said picture, or enter into any agreements covering the release or exhibition of said picture for a period longer than thirty (30) days, without first obtaining the consent in writing of Guaranty Trust Company of New York.

IN WITNESS WHEREOF, the said D. W. GRIFFITH INCORPORATED has caused these presents to be signed by its duly authorized officer and its corporate seal attached hereto by like authority this 31st day of January, in the year one thousand nine hundred and twenty-one.

D. W. GRIFFITH INCORPORATED

By D. W. Griffith
President.

Attest:

Albert H. T. Banzhaf
Secretary.

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THREE HUNDRED AND FIFTY-FIVE
WEST EIGHTY-EIGHTH STREET

January 31, 1921.

D. W. Griffith, Esq.,

Dear Sir,

Mr. and Mrs. J. Hartley Manners have asked me to write and invite you to the first night of the revival of "PEG O' MY HEART" on Monday, February 14th., 1921, at the Cort Theatre and to ask you to come to their house to supper afterwards.

If you will kindly reply as early as possible to the above address two seats will be mailed immediately to you.

Faithfully yours,

Ernest J. Mehrer.

This Webster calling about Shildemit

Mme Rebuney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered 280 - - - - -- to 282 - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 31, 1921.

Maud Wimperry (L. S.)

_____ (L. S.)

_____ (L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered ~~106 to 109~~, 22- - to 25 - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January 31, 1921.

Please note that No 106-109 stand in the name of Norman Hall and were transferred out of the name of John R. Hall on the 26th 1919

John R. Hall (L. S.)

(L. S.)

(L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - - -266- - - - to - - - -269- - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the bal-
2 ance due upon the said certificate of indebtedness as aforementioned, we accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January , 1921.

A K Dilworth (L. S.)

(L. S.)

(L. S.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered 11 - - - - - - to - - - -30- - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January , 1921.

Kenneth Rochester Carhart (L. S.)

_____ (L. S.)

_____ (L. S.)

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered - - - - -278 - - to 279 - - - - - - - - inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January , 1921.

Mae Marsh (L. S.)

_____ (L. S.)

_____ (L. S.)

INVESTORS OF WARK PROPULSION CORP.

NAME	ADDRESS
H.N. Aitken	1780 Broadway, New York City.
R.N. Aitken	" " " " "
William R. Anderson	74 Broadway, New York City.
E.J. Banshaf	%Albert H.T. Banshaf, 2 Rector St.,N.Y.C.
J.A. Barry	690 Magnolia Ave.,Pasadena, Calif.
Benjamin Block	74 Broadway, New York City.
Hugo Blumenthal	5 Nassau Street, New York City.
Robert S. Clark	149 Broadway, New York City.
Stephen C.Clark	149 Broadway, New York City.
Chas. S. Clausen	120 Broadway, New York City.
D.W.G. Corporation	2 Rector Street, New York City.
W.B. Day	149 Broadway, New York City.
A.K. Detwiler	1512 Baker-Detwiler Bldg.,Los Angeles,Cal.
George Ehret, Jr.	45 East 93rd Street, New York City.
Arthur Fairchild	%Fairchild Publishing Co. 8 E 13th St. (N.Y.C.
C.W. Gates	500 Columbia St., Pasadena, Cal.
Lillian D. Gish	Hotel Savoy,N.Y.C. (or % A.H.T.Banshaf 2 Rector St. N.Y.C.
Goldstein Company	Wm.H.Moore, Jr. Trustee, 704 Higgins Bldg. 2nd & Main St.,Los Angeles,Cal.
Simon Goldstein	" " " Los Angeles,Cal.
Mrs. T.J. Goodsell	Goodsell Mfg. Co. Toledo, Ohio.
T.J. Goodsell	" " " " "
John R. Hall	5 Nassau Street, New York City.
Norman Hall	5 Nassau Street, New York City.
L. J. Hampton	Room 219, Citizens Savings Bank Bldg., Pasadena, Calif.
A. J. Hosking	% Star News, Pasadena, Calif.
D. T. Johnston	233 Broadway, New York City.
Knauth-Nachod & Kuhne	120 Broadway, New York City.
H.H. Lehman	%Union National Bank, Pasadena, Calif.
Herbert R. Mainzer	165 West 40th Street, New York City.
Robert H. Mainzer	5 Nassau Street, New York City.

Mae W. Marsh	Box 84-R.F.D. 15, Flintridge, Los Angeles, California
H.S. Mowat	% Union National Bank, Pasadena, Calif.
C.R. Oldershaw	555 Jackson St.,Pasadena, Calif.
Emil Oppenheimer	%Rothfeld Stern & Co. 221-4th Ave.,N.Y.C.
F.E. Ostwalt	Fifth Ave. Bank, New York City.
L. G. Pattee	%Don Lee Garage, Pasadena, Calif.
Chas. H. Prisk	% L.B. Press, Long Beach, Calif.
Henry W. Putnam	108 Chamber St., N.Y.C.
Oscar L. Richard	31 Broadway, New York City.
Vera V.B. Richard	% H.C.Richard, 576 Grand St.,N.Y.C.
W.D.Rosenberger	48 So.Fair Oaks Ave.,Pasadena, Cal.
Louis Seligsberg	~~[illegible]~~ 11 B'way, N.Y.C.
Walter N. Seligsberg	43 Cedar Street, New York City.
T. Stackpole	%The May Co. Cleveland, Ohio.
Percy ~~[illegible]~~. Stewart	52 William Street, N.Y.C.
Albert Stern	40 Exchange Place, New York City.
C.E. Sterrett	Titusville, Pa.
S.H.Tallman	%Central Trust Co.,54 Wall St.,N.Y.C.
T.J. Tomlins	%Moore, Leonard, & Lynch, 111 B'way,N.Y.C.
Maude Winpenny	646 So. Spring St., Los Angeles, Cal.
Howdershell, D.J.& Wm. Van Niven	% Union National Bank, Pasadena, Cal.

Stockholders of Work

D.W.G. Corporation	15 Exchange Place,	Jersey City, N. J.
Aitken, H. E.	1459 Broadway,	New York City, N.Y.
Seligsberg, W.N.	1459 Broadway,	New York City, N.Y.
Seligsberg, Louis	11 Broadway,	New York City, N.Y.
Oppenheimer, Emil	221 Fourth Ave.,	New York City, N.Y.
Sterrett, C.E.	1459 Broadway,	New York City, N.Y.
Stern, Albert	40 Exchange Place,	New York City, N.Y.
Banshaf, E.J.	75 - 82nd St.,	Brooklyn, N.Y.
Tallman, S.H.	54 Wall Street,	New York City, N.Y.
Blumenthal, Hugo	5 Nassau Street,	New York City, N.Y.
Putnam, Henry W.	108 Chambers St.,	New York City, N.Y.
Mainzer, Robert H.	5 Nassau Street,	New York City, N.Y.
Mainzer, Herbert R.	105 West 40 St.,	New York City, N.Y.
Clark, Robert S.	149 Broadway,	New York City, N.Y.
Clark, Stephen C.	149 Broadway,	New York City, N.Y.
Day, W. Beach,	149 Broadway,	New York City, N.Y.
Johnston, Douglas T.	149 Broadway,	New York City, N.Y.
Hall, Norman	5 Nassau Street,	New York City, N.Y.
Anderson, WilliamB.	74 Broadway,	New York City, N.Y.
Ehret, George, Jr.,	235 East 92 Street,	New York City, N.Y.
Block, Benjamin	74 Broadway,	New York City, N.Y.
Steinman, Edward	52 William Street,	New York City, N.Y.
Stackpole, T.	412 Eighth Ave.,	Brooklyn, N.Y.
Clausen, Chas. S.	120 Broadway,	New York City, N.Y.
Hampton, Louis J.		Los Angeles, Calif.
Oldershaw, C.R.		Los Angeles, Calif.
Gish, Lillian D.		Los Angeles, Calif.
Marsh, Mae		Los Angeles, Calif.
Goldstein Co. Los Angeles, Inc.	650 So.Broadway,	Los Angeles, Calif.
Detwiler, A.K.	Baker-Detwiler Bld.	Los Angeles, Calif.
Richard, Vera V.B.	376 Grand Street,	New York City, N.Y.
Aitken, R.E.	1459 Broadway,	New York City, N.Y.
Winpenny, Maude	215 So.Rampart,	Los Angeles, Calif.
Pattee, L.G.		Pasadena, Calif.
Gates, C.W.	500 Columbia St.	Pasadena, Calif.
Rosenberger, W.D.	48 So.FairOaks,	Pasadena, Calif.
Barry, J.A.	620 Drexel Place.,	Pasadena, Calif.
Prisk, Charles H.		Long Beach, Calif.
Hosking, A.J.		Pasadena, Calif.
Mowat, H.S.	Union Ntl. Bank,	Pasadena, Calif.
Lehman, H.H.	Union Ntl.Bank,	Pasadena, Calif.
Triangle Film Corp.	1459 Broadway,	New York City, N.Y.
R.J. Howdershell and Wm. Niven	Baker-Detwiler Bld.	Los Angeles, Calif.
Goodsell, T.J.		Toledo, Ohio.
Goodsell, Mrs.T.J.		Toledo, Ohio.
Tomlins, Frank I.	5 Nassau St.,	New York City, N.Y.
Banshaf, A.H.T.	2 Rector Street,	New York City, N.Y.
Fairchild, ArthurE.	822 Broadway,	New York City, N.Y.
Richard, Oscar L.	31 Broadway,	New York City, N.Y.
Hall, John R.	5 Nassau Street,	New York City, N.Y.

Work Bkptcy

CERTIFICATES of INDEBTEDNESS	NAME.	ADDRESS.
#1/110	Norman Hall.	c/o Hallgarten & Co.,5 Nassau St. N.Y.
#111/120	Albert Stern.	40 Exchange Place, New York City.
#121	W. N. Seligsberg.	1459 Broadway, New York City.
#122	Louis Seligsberg.	11 Broadway, New York City.
#123	Emil Oppenheimer.	C/o Rothfeld,Stern & Co. 221-4th Ave.N.Y.
#124/125	C. E. Sterrett,	1459 Broadway, New York City.
#126/152	R. E. Aitken.	1459 Broadway, New York City.
#153/187	D. W. Griffith.	~~4500 Sunset B'lvd,Los Angeles, Calif.~~
#188/197	Edwin J. Banzhaf.	72-82nd Street, Brooklyn, N. Y.
#223/250	H. E. Aitken.	1459 Broadway, New York City.
#198/222	S. H. Tallman.	c/o Central Trust Co. 54Wall St. N.Y.
#39/48	Hugo Blumenthal.	5 Nassau Street, New York City.
#49/58	Henry W. Putnam.	108 Chambers Street, New York City.
#59/60	Herbert R, Mainzer.	105 W. 40th Street, New York City.
#61/70	Robert H. Mainzer.	5 Nassau Street, New York City.
#71/80	Oscar L. Richard.	31 Broadway, New York City.
#81/90	Robert Sterling Clark.	149 Broadway, New York City.
#91/100	Stephen Carlton Clark.	149 Broadway, New York City.
#101	W. Beach Day.	149 Broadway, New York City.
#102/105	Douglas T. Johnston.	149 Broadway, New York City.
#106/110	John R. Hall.	5 Nassau Street, New York City.
#223	Arthur E. Fairchild.	c/o Fairchild Pub. Co. 822 Broadway,N.Y.
#224	William B. Anderson.	74 Broadway, New York City.
#225/227	George Ehret, Jr.	235 E. 92nd Street, New York City.
#228/229	Benjamin Block.	74 Broadway, New York City.
#230/231	Edward Steinman.	c/o Kuhn, Loeb & Co. 52 William St. N.Y.
#251/	T. Stackpole.	C/o J.B.Greenhut Co., 18thSt.6th Ave.N.Y.
#252	Charles S. Clausen	120 Broadway, New York City.
#253/262	Henry Aery.	44 Exchange Place, New York City.
#263/269	A. K. Detwiler.	1312 Baker-Detwiler Bldg.LosAngeles, Cal.
#270/274	C. R. Oldershaw.	535 Jackson Street,Pasadena, Calif.
~~#275/277~~	~~Lillian D.~~	
#275/277	Lillian D. Gish.	Schuyler Arms,307 W.98th St., N.Y.
#253/262	Louis J. Hampton.	Rm.219 Citizens Sav.Bnk.Bldg. Pasadena,Cal.
#278/270	Mae Marsh.	116 Riverside Drive, N. Y.
#126/141	Goldstein Co.,Inc.	Los Angeles, California.
#142/144	Vera V.B. Richard.	c/o H.C.Richard,376 Grand St. N.Y.
#232	Benjamin Block.	74 Broadway, New York.
#280/282	Maude Winpenny.	215 So. Ramport, Los Angeles, Cal.
#283	L.G. Patee.	c/o Don Lee Garage, Pasadena, Cal.
#284/288	C. W. Gates.	500 Columbia St., Pasadena, Cal.
#289/293	W. D. Rosenberger.	48 So. Fair Oaks Ave., Pasadena,Cal.
#294/298	J. A. Barry.	690 MagnoliaAVe., Pasadena, Cal.
#299	Charles H. Prisk.	c/o L.B.Press, Long Beach, Cal.
#300	A. J. Hosking.	c/o Star News, Pasadena, Cal.
#249	H.H. Lehman.	c/o Union Nat'l Bnk., Pasadena, Cal.
#250	H.S. Mowot.	" " " " " "
#263	B.J.Howdershell & William Niven	" " " " " " "
#153/187	D. W. G.	Corporation of State of Delaware.
#1/10	Robert H. Mainzer.	5 Nassau Street, New York City.
#264	Mrs. T.J. Goodsell.	Goodsell Mfg. Co., Toledo, Ohio.
#265	T.J. Goodsell.	" " " " "
#266	Frank J. Tomlins.	5 Nassau Street, New York City.
#22/25	John R. Hall.	5 Nassau Street, New York City.
#1	~~Edwin J. Banzhaf.~~	75-82nd Street, Brooklyn, N. Y.
#2	~~D. W. Griffith.~~	4500 Sunset B'lvd, Los Angeles, Cal.
#3	~~D. W. G. Corp. of~~ Del.	15 Exchange Place,Jersey City,N. J.
#4	~~Albert J. Banzhaf.~~	2 Rector Street, New York City.
	~~[illegible]~~	74 [illegible]

Mark Barney

Moneys paid out by D.W.GRIFFITH INCORPORATED
for salaries and incidental expenses for
WARK PRODUCING CORPORATION - - - - - - - - - - - $ 975.98

Valuation of the assets of the Corporation
including pictures, film, etc. - - - - - - - - - $ 75,000.

Paid By D. W. Griffith, Inc.
To Strand Theatre, Massena, N. Y. in place of protested refund of deposit check on cancelled contract for The Mother and the Law
$31.25

Not as yet paid
Checks #3428 and 3429 payable to E. L. Moore as salary for week ending Dec. 31st and Nov. 27th. Not paid before receivership
$125.00
125.00

Paid by D. W. Griffith, Inc.
To L. Geiger, for salary week ending December 31st
125.00

Paid By D. W. Griffith, Inc.
To M. Glanz, for salary week ending December 31st
125.00

Paid by D. W. Griffith, Inc.
To L. Geiger, for expenses week ending December 25th 35.00

Paid by D. W. Griffith, Inc.
To M. Glanz for expenses weeks ending Dec. 18-25-31 110.17

Paid by D. W. Griffith, Inc.
To L. Geiger for expenses week ending Jan. 1.
46.27

Paid by D. W. Griffith, Inc.
To. E. L. Moore for expenses incurred before Dec 31st 215.26

Not as yet paid
Due Mayer Publishing Company, Pittsburgh for advertising
17.00

Unpaid
Due Enquirer Job Ptg. Co. for bills before Dec. 31st 9.03

Unpaid
Miner Litho. Co., for bills Befor Dec. 31st 12.00

25 2
97598

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

In the District Court of the United States,

For the Southern District of New York.

IN THE MATTER
OF

WARK PRODUCING CORPORATION,

Alleged Bankrupt.

Read carefully instructions on other side

At City of New York, in the Southern district of New York, on the day of, A. D. 1921,

A came ALBERT H. T. BANZHAF of New York City, in the County of New York, in said district of New York, and made oath and says that he is a creditor herein

B ~~a member of the firm of~~ ~~composed~~

C of deponent and

D Treasurer of the a corporation

E incorporated by and under the laws of the State of and that he is duly authorized to make this proof, and that said corporation is authorized to do and doing business in the City of in the ~~County of~~ ~~and State of~~

that the said WARK PRODUCING CORPORATION,

(by or against) whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said creditor in the sum of $ 800 that the consideration of said debt is as follows:

a statement of said account is hereto annexed and made part hereof; that no part of said debt has been paid, and that there are no set-offs or counter claims against said sum, upon which indebtedness no note has been received and no judgment has been rendered thereon, and this deponent has not, nor has said creditor nor has any person by his or order, or to this deponent's knowledge or belief, for his or use, had or received any manner of security for said debt whatever.

Subscribed and sworn to before me this

day of , A. D., 1921.

x

Notary Public

To ~~WILLIAM BLAU~~, or HARRY ZALKIN, or MOSES COHEN, or ALBERT H. T. BANZHAF,

The undersigned of the City of New York, in the County of New York, and State of New York, a creditor of the above named bankrupt does hereby authorize you and each of you to attend the meeting or meetings of creditors of the bankrupt advertised or directed to be held at a court of bankruptcy or at such other place and time as may be appointed by the Court for holding such meeting or meetings, or any adjournment or adjournments thereof that may be held and then and there from time to time and as often as there may be occasion, for said creditor and in said creditor's name, to vote for or against any proposal or resolution that may be then submitted under the act to establish a uniform system of bankruptcy throughout the United States, approved July 1st, 1898, and in the choice of trustee or trustees of the estate of said bankrupt and to accept such appointment of trustees and with like powers to attend and vote at any meeting or meetings of creditors or sitting or sittings of the Court which may be held therein for any of the purposes aforesaid; also to accept any composition proposed by said bankrupt in satisfaction of said creditor's debt, and receive payment of dividends and money due said creditor under any composition or for the declaration of dividend or for any other purpose in said creditor's interest whatsoever.

WITNESS the hand and seal of said creditor the day of 191

In presence of

Y (L. S.)

(OVER)

For Individual or Partnership

Southern DISTRICT OF New York, } ss:
COUNTY OF New York.

Be it known that on the ..... day of ..... 1921.
before me came ALBERT H. T. BANZHAF .....
to me known and known to me to be the individual described in and who executed the foregoing instrument and duly acknowledged to me that he executed the same.

.....
Notary Public

For Corporation

DISTRICT OF } ss:
COUNTY OF

Be it known that on the ..... day of 191
before me came ..... to me personally known, who being by me duly sworn, did depose and say: that he is .....
of ..... the corporation described in and which executed the foregoing instrument; that deponent knows the corporate seal of the said corporation; that the seal attached to the foregoing instrument is such corporate seal and deponent affixed same to said instrument by order of the Board of Directors of said corporation and signed his name thereto by like order.

.....
Notary Public

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

NOTE THESE INSTRUCTIONS CAREFULLY

IF INDIVIDUAL—Fill in full name on line A, and sign full name on lines X and Y.
IF CO-PARTNERSHIP—Fill in the full name of the member of the firm who will sign the proof on line A, insert the name of the firm on line B, the full names of the other member or members composing the firm on line C, sign his individual full name on line X, and the firm name per himself on line Y.
IF CORPORATION—Fill in full name of treasurer on line A. The name of the corporation on line D. State under whose laws incorporated, on line E. The treasurer should sign his own full individual name on line X, and the name of the corporation per himself as treasurer on line Y, and AFFIX THE SEAL OF THE CORPORATION.
Have the signatures sworn to (on both sides), before a Notary Public, Commissioner of Deeds, Justice of the Peace, or any other official authorized to administer oaths.
ALWAYS ATTACH DUPLICATE BILLS AND ITEMIZED STATEMENT OF ACCOUNT.

U. S. District Court.
No 28911

IN THE MATTER
OF

WARK PRODUCING CORPORATION

Alleged Bankrupt.

PROOF OF DEBT
AND
POWER OF ATTORNEY

of ALBERT H. T. BANZHAF

$ 800.00

BLAU, ZALKIN & COHEN
ATTORNEYS FOR CREDITOR
170 BROADWAY
NEW YORK
51 CHAMBERS ST.
PHONE 603-309 310 311 WORTH

In the District Court of the United States,

For the Southern District of New York.

IN THE MATTER
OF
WARK PRODUCING CORPORATION,

Alleged Bankrupt.

Read carefully instructions on other side

A City of New York, in the Southern district of New York, on the day of , A. D. 1921,
A came D. W. GRIFFITH of New York City, in the County of New York, in said district of New York, and made oath and says that he is a creditor herein
B ~~a member of the firm of~~ ~~composed~~
C of deponent and
D Treasurer of the a corporation
E incorporated by and under the laws of the State of and that he is duly authorized to make this proof, and that said corporation is authorized to do and doing business in the City of in the County of and State of
that the said WARK PRODUCING CORPORATION,
(by or against) whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said creditor in the sum of $ 84,334.62 that the consideration of said debt is as follows:

a statement of said account is hereto annexed and made part hereof; that no part of said debt has been paid, and that there are no set-offs or counter claims against said sum, upon which indebtedness no note has been received and no judgment has been rendered thereon, and this deponent has not, nor has said creditor nor has any person by his or order, or to this deponent's knowledge or belief, for his or use, had or received any manner of security for said debt whatever.

Subscribed and sworn to before me this
day of , A. D., 1921. } x D W Griffith

a

Notary Public

To ~~WILLIAM BLAU,~~ or HARRY ZALKIN, or MOSES COHEN, or ALBERT H. T. BANZHAF,

The undersigned of the City of New York, in the County of New York, and State of New York, a creditor of the above named bankrupt does hereby authorize you and each of you to attend the meeting or meetings of creditors of the bankrupt advertised or directed to be held at a court of bankruptcy or at such other place and time as may be appointed by the Court for holding such meeting or meetings. or any adjournment or adjournments thereof that may be held and then and there from time to time and as often as there may be occasion, for said creditor and in said creditor's name, to vote for or against any proposal or resolution that may be then submitted under the act to establish a uniform system of bankruptcy throughout the United States, approved July 1st, 1898, and in the choice of trustee or trustees of the estate of said bankrupt and to accept such appointment of trustees and with like powers to attend and vote at any meeting or meetings of creditors or sitting or sittings of the Court which may be held therein for any of the purposes aforesaid; also to accept any composition proposed by said bankrupt in satisfaction of said creditor's debt, and receive payment of dividends and money due said creditor under any composition or for the declaration of dividend or for any other purpose in said creditor's interest whatsoever.

WITNESS the hand and seal of said creditor the day of 1921.

In presence of

Y D W Griffith (L. S.)

(OVER)

For Individual or Partnership

Southern District of New York, } ss:
County of New York.

Be it known that on the ..... day of ..... 1921.
before me came D. W. GRIFFITH
to me known and known to me to be the individual described in and who executed the foregoing instrument and duly acknowledged to me that he executed the same.

.....
Notary Public

For Corporation

District of } ss:
County of

Be it known that on the ..... day of 191
before me came ..... to me personally known, who being by me duly sworn, did depose and say: that he is .....
of ..... the corporation described in and which executed the foregoing instrument; that deponent knows the corporate seal of the said corporation; that the seal attached to the foregoing instrument is such corporate seal and deponent affixed same to said instrument by order of the Board of Directors of said corporation and signed his name thereto by like order.

.....
Notary Public

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

28911
No .....

U. S. District Court.

IN THE MATTER
OF

WARK PRODUCING CORPORATION

Alleged Bankrupt.

PROOF OF DEBT
AND
POWER OF ATTORNEY

of D. W. GRIFFITH

84,334.62
$.....

BLAU, ZALKIN & COHEN
ATTORNEYS FOR CREDITOR
170 BROADWAY
NEW YORK

NOTE THESE INSTRUCTIONS CAREFULLY

IF INDIVIDUAL—Fill in full name on line A, and sign full name on lines X and Y.
IF CO-PARTNERSHIP—Fill in the full name of the member of the firm who will sign the proof on line A, insert the name of the firm on line B, the full names of the other member or members composing the firm on line C, sign his individual full name on line X, and the firm name per himself on line Y.
IF CORPORATION—Fill in full name of treasurer on line A. The name of the corporation on line D. State under whose laws incorporated, on line E. The treasurer should sign his own full individual name on line X, and the name of the corporation per himself as treasurer on line Y, and AFFIX THE SEAL OF THE CORPORATION.
Have the signatures sworn to (on both sides), before a Notary Public, Commissioner of Deeds, Justice of the Peace, or any other official authorized to administer oaths.
ALWAYS ATTACH DUPLICATE BILLS AND ITEMIZED STATEMENT OF ACCOUNT.

In the District Court of the United States,

For the Southern District of New York

IN THE MATTER
OF

WARK PRODUCING CORPORATION

Alleged Bankrupt.

Read carefully instructions on other side

At Long Beach in the Southern district of California on the day of , A. D. 1921,

A came CHARLES H. PRISK of Long Beach, in the County of Los Angeles in said district of California and made oath and says that he is a creditor herein

B a member of the firm of ~~composed~~

C of ~~deponent and~~

D Treasurer of the ~~a corporation~~

E ~~incorporated by and under the laws of the State of~~ ~~and that~~ he is duly authorized ~~to make this proof, and that said corporation is authorized to do and doing business~~ in the City of in the County of ~~and State of~~

that the said WARK PRODUCING CORPORATION

(by or against) whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said creditor in the sum of $ 508.50

that the consideration of said debt is as follows Certificate of Indebtedness No.299. Amount due thereon is $450, plus bonus $45, plus interest $13.50, making a total of $508.50 now due from the alleged bankrupt.

a statement of said account is hereto annexed and made part hereof; that no part of said debt has been paid, and that there are no set-offs or counter claims against said sum, upon which indebtedness no note has been received and no judgment has been rendered thereon, and this deponent has not, nor has said creditor nor has any person by his or order, or to this deponent's knowledge or belief, for his or use, had or received any manner of security for said debt whatever.

Subscribed and sworn to before me this
day of , A. D., 1921

x Charles H. Prisk

Notary Public

To ~~WILLIAM BLAU, or~~ HARRY ZALKIN, or MOSES COHEN, or ALBERT H. T. BANZHAF

The undersigned of the City of in the County of Los Angels and State of California a creditor of the above named bankrupt does hereby authorize you and each of you to attend the meeting or meetings of creditors of the bankrupt advertised or directed to be held at a court of bankruptcy or at such other place and time as may be appointed by the Court for holding such meeting or meetings. or any adjournment or adjournments thereof that may be held and then and there from time to time and as often as there may be occasion, for said creditor and in said creditor's name, to vote for or against any proposal or resolution that may be then submitted under the act to establish a uniform system of bankruptcy throughout the United States, approved July 1st, 1898, and in the choice of trustee or trustees of the estate of said bankrupt and to accept such appointment of trustees and with like powers to attend and vote at any meeting or meetings of creditors or sitting or sittings of the Court which may be held therein for any of the purposes aforesaid; also to accept any composition proposed by said bankrupt in satisfaction of said creditor's debt, and receive payment of dividends and money due said creditor under any composition or for the declaration of dividend or for any other purpose in said creditor's interest whatsoever.

WITNESS the hand and seal of said creditor the day of 191 21.

In presence of

Y Charles H. Prisk (L. S.)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(OVER)

For Individual or Partnership

DISTRICT OF Southern California } ss:
COUNTY OF Los Angeles

Be it known that on the ..... day of 191 21
before me came CHARLES H. PRISK
to me known and known to me to be the individual described in and who executed the foregoing instrument and duly acknowledged to me that he executed the same.

.....
Notary Public

For Corporation

DISTRICT OF } ss:
COUNTY OF

Be it known that on the ..... day of 191
before me came ..... to me personally known, who being by me duly sworn, did depose and say: that he is .....
of ..... the corporation described in and which executed the foregoing instrument; that deponent knows the corporate seal of the said corporation; that the seal attached to the foregoing instrument is such corporate seal and deponent affixed same to said instrument by order of the Board of Directors of said corporation and signed his name thereto by like order.

.....
Notary Public

NOTE THESE INSTRUCTIONS CAREFULLY

IF INDIVIDUAL—Fill in full name on line A, and sign full name on lines X and Y.
IF CO-PARTNERSHIP—Fill in the full name of the member of the firm who will sign the proof on line A, insert the name of the firm on line B, the full names of the other member or members composing the firm on line C, sign his individual full name on line X, and the firm name per himself on line Y.
IF CORPORATION—Fill in full name of treasurer on line A. The name of the corporation on line D. State under whose laws incorporated, on line E. The treasurer should sign his own full individual name on line X, and the name of the corporation per himself as treasurer on line Y, and AFFIX THE SEAL OF THE CORPORATION.
Have the signatures sworn to (on both sides), before a Notary Public, Commissioner of Deeds, Justice of the Peace, or any other official authorized to administer oaths.
ALWAYS ATTACH DUPLICATE BILLS AND ITEMIZED STATEMENT OF ACCOUNT.

No. 28911

U. S. District Court.

IN THE MATTER
OF

TART PRODUCTS CORPORATION

Alleged Bankrupt.

PROOF OF DEBT
AND
POWER OF ATTORNEY

of CHARLES H. PRISK

$ 508.50

BLAU, ZALKIN & COHEN
ATTORNEYS FOR CREDITOR
170 BROADWAY
NEW YORK
NEW ADDRESS
51 CHAMBERS ST.
PHONE 669-609 310 011

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

2566
Mendel v Farrell

United States District Court,

SOUTHERN DISTRICT OF NEW YORK.

HUNTER MANUFACTURING & COMMISSION CO.,
Complainant,

against

WILLIAM J. FARRELL,
Defendant.

COPY OF DECREE APPOINTING RECEIVERS IN EQUITY.

WILLIAM R. WILLCOX AND
HERMAN H. EGGERS, *as Receivers of*
WILLIAM J. FARRELL,
89-91 Water Street,
New York City.

FRANK M. PATTERSON,
Attorney for Receivers,
Office and P. O. Address,
66 Liberty Street,
New York City.

Clark B Bragg

The Evening Post Job Printing Office, Inc., 156 Fulton St., N. Y.

2566

File Mendel • Farrell

United States District Court,

SOUTHERN DISTRICT OF NEW YORK.

HUNTER MANUFACTURING & COMMISSION CO., Complainant, AGAINST WILLIAM J. FARRELL, Defendant.	DECREE No. E, 17-286.

This cause came on to be heard at this term upon the bill of complaint herein and the answer of the defendant above named, consenting to this decree, and after due deliberation thereon it was, upon motion of the Solicitor for the complainant, ordered, adjudged and decreed as follows:

1. That William J. Farrell, the defendant herein, although appearing to have assets of large value, is presently unable to meet and discharge his matured obligations and those which are maturing.

2. That the complainant is entitled to the relief prayed for in said bill of complaint and has no adequate remedy save through the granting of this decree, and that it is necessary for the protection and preservation of the rights and equities of the complainant and all other creditors of the defendant that the property and business of the defendant be preserved and administered in this Court through receivers to be appointed by this Court and that it is necessary that such receivers be appointed forthwith and with the powers herein granted.

3. That William R. Willcox and Herman H. Eggers be and they hereby are appointed receivers of all and singular the lands, tenements and hereditaments of the defendant and of all his real and personal property, business, shares of stock, rights, assets and effects of whatsoever nature and kind, and wheresoever the same may be situated, including also the merchandise, materials, books, papers, bills and accounts receivable, cash on hand and in bank, and all of his contracts, rights, choses in action and other rights and his income and profits.

4. That the said receivers be and they hereby are authorized and empowered forthwith to take and have and keep exclusive control, possession and custody of all and singular the property, business, assets and effects above described or referred to, wheresoever situated or found, and until the further order of this Court, to manage and operate the said property and business and such other property as the defendant holds, controls, or operates or has heretofore held, controlled or operated, and to continue to manage, operate and conduct the business now and heretofore conducted by the defendant, and to preserve the said property, assets and effects in proper condition, and repair so that they may be safely and advantageously used, and to fully protect the same with full authority to buy and sell merchandise, materials or supplies for cash or on credit as may be deemed advisable by such receivers.

5. That the said receivers be and they hereby are authorized in their discretion to employ such managers, agents, employees, servants, accountants, attorneys and counsel as may in their judgment be advisable or necessary in the management, operation, control or conduct of the affairs or business of defendant, and of the property, assets and effects thereof, and that said receivers be and they are hereby authorized to make such payments and disbursements as may be needful and proper in so doing, including the authority to make payment of debts entitled to priority, and if necessary, to borrow money upon the order of this Court and by like order to issue receiver's certificates of indebtedness therefor.

7 6. That the said receivers be and they are hereby authorized and empowered to demand, sue for, collect, receive and take into their possession all the materials, merchandise, goods and chattels, rights, credits, money, effects, lands, tenements and hereditaments, rents, income and profits, books, papers, choses in action, notes and property of the defendant of every description whatsoever and to institute, prosecute, defend, compromise, adjust, intervene in or become party to such suits, actions or proceedings at law or in equity, including ancillary proceedings in the State or Federal Courts, as may in their judgment be necessary or proper for the protection, maintenance and preservation of the property, business, assets and effects of the defendant or the carrying out of the terms of this decree; and likewise to defend, compromise or adjust or otherwise to dispose of any or all suits, actions or proceedings, instituted
8 against them as receivers or against the defendant, and also to appear in and conduct the prosecution or defense of any suit, or adjust or compromise any actions or proceedings now pending in any Court, by or against the defendant, where such prosecution, defense or other disposition of such suits, actions or proceedings will, in the judgment of said receivers, be advisable or proper for the protection of the property, business, assets and effects of the defendant, and in their discretion to compromise and settle with any debtor of the defendant, and with any person, firms or corporations having possession of his property or in any way responsible at law or in equity to the defendant, upon such terms and conditions and in such manner as they shall deem just and beneficial to the defendant.

9 7. That the defendant and each and every of his agents, employees and servants and all other persons, firms and corporations be and they hereby are required and commanded to forthwith transfer, convey, turn over and deliver to the receivers or their duly constituted agents or representatives all the real and personal property, business, assets and effects above described or referred to and all the property, assets and effects of the defendant, and all books of account, vouchers, deeds, leases, contracts, notes, accounts, moneys, shares of stock, certificates of stock, bonds, obligations or other property belonging to the defendant, in his or their hands, or subject to his or their control.

8. That the defendant and each and every of his agents, employees and servants and all other persons, firms or corporations be and they hereby are enjoined and
10 restrained from selling, transferring, or disposing of or in any way interfering with any of the property, assets and effects of the defendant, or from taking possession of or in any way interfering with any part thereof or from in any manner obstructing or interfering with the possession or management of said property, assets or effects for which the receivers are hereby appointed, or from prosecuting any actions or suits affecting said property, assets or effects, or from doing any act or thing to prevent the discharge by the receivers of their duties or the operation of said properties or the conduct of said business under the order of this Court.

9. That the business of the defendant be wound up and his property, franchises, assets and effects converted into money.

11 10. That the said receivers be and they hereby are authorized and empowered to enter into such agreements and to do such things and take such action in connection with the performance of their duties as they may deem advisable.

11. That the said receivers shall report their actions and proceedings to this Court from time to time.

12. That the said receivers, before entering upon the discharge of their duties shall file with this Court a proper joint and several bond with sufficient surety to be approved by a Judge of this Court in the penal sum of One hundred thousand Dollars ($100,000.) conditioned for the faithful discharge of their duties, and that they will promptly account for all moneys and funds coming into their hands, according to the order of this Court.

12 Dated, New York, April 5, 1920.

JULIUS M. MAYER,
United States District Judge.

[SEAL]

A true copy.

ALEX GILCHRIST, JR.,
Clerk.

The Motion Picture Industry Will Save 250,000 Children from Starvation

TELEPHONE BROAD 7210

MOTION PICTURE DAY, WEDNESDAY, JANUARY 26, 1921

European Relief Council

HERBERT HOOVER, CHAIRMAN

42 Broadway, New York City

Premier

file 1/ /21

"National Collection"

For the Suffering Children of Central and Eastern Europe

COMPRISING
AMERICAN FRIENDS' SERVICE COMMITTEE
AMERICAN RED CROSS
AMERICAN RELIEF ADMINISTRATION
FEDERAL COUNCIL OF THE CHURCHES OF CHRIST IN AMERICA
JEWISH JOINT DISTRIBUTION COMMITTEE
KNIGHTS OF COLUMBUS
YOUNG MEN'S CHRISTIAN ASSOCIATION
YOUNG WOMEN'S CHRISTIAN ASSOCIATION

MOTION PICTURE COMMITTEE
Headquarters, 122 West 49th Street
TELEPHONE BRYANT 8770

Office of The Greater New York City Committee
S. L. ROTHAFEL, CHAIRMAN
CAPITOL THEATRE BUILDING
TELEPHONE CIRCLE 4411-4412

TREASURER
FRANKLIN K. LANE

NATIONAL DEPOSITORY
GUARANTY TRUST COMPANY
140 BROADWAY
N. Y. CITY

Mr. D. W. Griffith,
1476 Broadway,
New York City, N. Y.

My dear Mr. Griffith:

Herbert Hoover, Chairman of the European Relief Council for the Children in Central and Eastern Europe, has honored me with the appointment of Chairman of the Motion Picture Committee of Greater New York.

The Motion Picture Industry in this country has pledged itself to save the lives of 250,000 children and its quota is $2,500,000, and of this sum the Greater New York Committee must lead the country. The most important thing is to create a solidarity of the industry in order to present a united and undivided front in this great work which we have pledged ourselves to do. The motion picture industry is on trial and this is its opportunity to raise its head, throw its entire strength forward and come through with flags flying. I am anticipating -- and I hope that you will not disappoint me -- your personal aid and assistance in this work, because I believe that the example set by men of your eminence in the industry, will do much to start the procession.

I have called a general mass meeting of the exhibitors and their immediate staff in Greater New York for midnight, Tuesday the 11th of January at the Capitol Theatre and I am looking forward to seeing you there to help me start the ball rolling with a momentum and an impetus that will not stop until we have reached the goal.

Yours very sincerely,

S. L. Rothafel

Chairman, Greater New York Motion Picture Committee.

Copy sent to W.N. Goodbody,
Feb. 8th 1921

At a Special Term of the City Court of the City of New York, held in the Brownstone Building, on Chambers Street, on the 1st day of ~~January~~ Febraary, 1921.

Chambers

P R E S E N T:

HON. LOUIS WENDEL

Justice.

- -x

EXIDE BATTERY DEPOTS, INC.

Plaintiff,

-against-

D.W. GRIFFITH, INC.

Defendant.

- -x

On reading and filing the annexed consent of discontinuance, it is hereby

ORDERED that the above-entitled action be and the same hereby is discontinued without costs to either party.

ENTER

LOUIS WENDEL

Wark Bankrupt

February 1st 1921.

Mr. William H. Moore, Jr.,
Higgins Building,
2nd & Main Streets,
Los Angeles, Calif.

In re: Goldstein Co. L.A. Inc.

Dear Sir:

I have your favor of the 24th ult. addressed to me as President of the Wark Producing Corporation, relative to certificates of indebtedness held by the above named Bankrupt. I would appreciate your courtesy in offering to apply to the Court for leave to consent to the composition if your vote is needed in this matter, but I am pleased to report I do not believe this will be necessary as I am sure that practically all of the creditors will consent to the terms offered. As soon as this matter is settled we will advise you thereof, at which time we will also advise you as to surrendering the certificates of indebtedness in exchange for the new notes.

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK February 1, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sirs:

We acknowledge receipt of your check for $8,000., being part payment of your "Way Down East" note, leaving a balance due of $31,235.24.

Yours very truly,

Assistant Secretary.

DH.C
Banking

Handled
Mail Dept.
By O. A. J.

to # 1877

175.000
143764 76
$31,235.24 OK

Handled
Mail Dept.
By W. N.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK February 2,1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sirs:

We acknowledge receipt of your check for $7,000., part payment account of your "Way Down East" note, leaving a balance due of $24,235.24.

Yours very truly,

Assistant Secretary.

DH.C
Banking

15,000.00
150,764.76
242,352.24
OK.

107

COUNSELMAN & COMPANY.
112 West Adams Street
Chicago. Ill.

February 2nd 1921.

Mr. Lee Benoist,
with Lee Benoist, & Co.,
25 West 43rd Street,
New York N. Y.

Dear Lee:

I am in receipt of a letter from Cravath, Henderson, Leffingwell & de Gersdorff, enclosing copy of agreement for making the Griffith Class "B" dividends cumulative.

I was unaware that the discussion of this matter had proceeded to the point of drawing this agreement, and it is very gratifying to know the change, making our stock cumulative, will probably be put through.

Will you be kind enough to advise me when action has been taken so that we can inform our salesmen?

I am in receipt of a telegram from Marshall, advising me that deposits on account of the dividend, which we are to build up from the proceeds of our sales, are to be made in a special account of the Griffith Company. Charles had understood that this was to have been a special Bertron, Griscom account.

I have no great confidence that Epping will realize the vital necessity of keeping this fund intact and I think you are going to have a job on your hands to insist that he do this. You will remember that the creation of such a fund, which should be inviolate except for dividend payments, was one of the specific stipulations we made when Coffin was in New York and I am therefore, assuming that you are going to take more or less of a personal responsibility to see that the deposit is used for no other purpose than that for which the special account was created.

Epping may as well understand first as last that he has got to conduct his business along ordinary lines and that he cannot constantly put us in a position of a father whose son has over-draw hos college allowance and run up a lot of bills and must be staked.

If this fund is created and then drawn upon, we are not going to buy and additional stock at the last moment so that it can be reimbursed for the purposes of paying dividends.

Please do not think that I am lashing out at you, personally, in this letter. The fund has not, however, been constituted as I understood and, in fact, insisted that it be, and I want Epping must know that he cannot draw against it and expect

us to make it good. I think, if you do not mind my suggesting it, that you ought to check this fund over at least weekly to see that it agrees with the figures that you have on sales from your office and ours.

Very truly yours,

ALG:T

ARTHHR L GOODWILLIE

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

Stories

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

Feb. 2, 1921.

Mr. A. H. T. Banzhaf,
2 Rector,
New York City.

Dear Mr. Banzhaf:-

We are returning, with this, the two stories by Alfred Brown, which do not seem to have anything in them that we need.

Very truly yours,

D. W. GRIFFITH STUDIO.

HCCarr.

HCC
IEH

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT *New Rochelle, N. Y.*

36NYSY35 NL

PASASDENA CALIF FEB 3

D W GRIFFITH

MAMARONECK NY

HAVE AMPLE BACKING FOR PICTURES IF I CAN GET GUARANTEED RELEASE FIRST NATIONAL WONT GUARANTEE DO YOU KNOW ANY RELEASING POSSIBILITY DO YOU WANT TO USE ME IN YOUR NEXT PICTURE PLEASE ANSWER WESTERNUNION PASASDAENA

MAE MARSH

845A

TELEPHONE NO. 1190
TELEPHONED TO afshalter
TIME 10.55 a
BY ZR
TO ER 2/4/21

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT *New Rochelle, N. Y.*

TELEPHONE NO. 1190
TELEPHONED TO Jeff
TIME 10.55 a
BY ZR
TO ER 2/4/21

35NYSY35 NL

LOS ANGELES CAIF FEB 3

J J EPPING

CAR GRI-FFITH STUDIO MAMARONECK NY

WILL YOU PLEASE WRITE AND TELL ME THE BAD NEWS ABOUT WAHT I EARNED WITH YOU LAST YEAR AS I WISH TO MAKE INCOME TAX RETURN BEST WISHES AND REGARDS TO ALL FOX STUDIO LOS ANGELES

GEO SIEGMANN

844A

Amount 2750.00

Mamaroneck, N. Y.
February 3, 1921.

Mr. and Mrs. J. Hartley Manners,
355 West Eighty-Eighth Street,
New York City.

Mr. Griffith will be delighted to attend the first night of the revival of "Peg O' My Heart" on Monday, February 14th, and to be your guest afterwards, at supper.

Sincerely yours,

Secretary to Mr. Griffith

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"
London Paris
Liverpool Havre
Brussels

G. T. Scherzinger
Assistant Treasurer

New York February 3, 1921.

Mr. D. W. Griffith,
Orienta Point,
Mamaroneck, New York.

Dear Sir:

We have today received payment of $2.58 from our Foreign Department, being adjustment of the discoung on check recently forwarded to Canada, amounting to $1,030.40, which was discounted at 12 1/2% instead of 12 1/4%.

We confirm that this payment reduces your loan to $186,052.17.

Yours very truly,

G. T. Scherzinger

Assistant Treasurer.

66-169-1

121,145.62
7802.21
128,947.83

315,000.-
128,947.83
186052.17

Feb. 3, 1921.

Wark.

Mr. A. H. T. Banzhaf,
#2 Rector St.,
New York City.

Dear Mr. Banzhaf:

As near as I can make it, the earnings for the Wark Producing Corp. during the year is $45,805.00. I will therefore depreciate the negative $50,000. leaving the cost value for this production $50,000.

Yours very truly,
Wark Prod Corp
[redacted]

By [signature]
~~Treasurer.~~

Answered by Phone

OSCAR L. GUBELMAN
ROLLIN C. NEWTON
JAMES F. SHAW
HERBERT B. SMITHERS
JOHN R. HALL
MARY WHITMAN KNAUTH

Knauth·Nachod & Kuhne
EQUITABLE BUILDING

New York Feb. 4, 1921.

Mr. H. T. Banzhaf, President,
2 Rector Street,
New York City.

Dear Sir:-

It has come to our attention that a plan has been formulated under which part of the unpaid balance of the Wark Producing 6% Bonds is to be paid off in 1921. Although we have been the registered holders of these Bonds since last August, we have not received a copy of the plan or other information regarding these Bonds.

May we request that you please send us a copy of this plan so that we in turn may forward it to our client for his approval.

Thanking you in anticipation, we remain,

Yours very truly,

Knauth Nachod & Kuhne

ES/EWW

WDE
CNO
Guaranty
Loans
97.2

February 4th 1921.

Guaranty Trust Company
160 Broadway,
New York City

Att. Mr. J. D. Hurd
In re: D.W.Griffith, Inc loan
"Love Flower"

Dear Mr. Hurd:

I enclose herewith original Assignment. D. W. Griffith, Inc. assign to your company as collateral security the companies rights in "Way Down East" subject to the rights of the Central Union Trust Company and the National Surety Company as therein more fully set forth. This in keeping with our agreement relative to the companies indebtedness.

Will you kindly return to me the original Assignment which I heretofore left with you relative to "Way Down East" which Mr. Murray felt was not sufficient for your purpose, and oblige

Very truly yours,

AHTB:MD
Enc. 1

LEE BENOIST & CO. Inc.
25 WEST 43rd STREET
New York City

TELEPHONE VANDERBILT 8044

February 4th, 1921.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City,

Dear Mr. Banzhaf:-

Enclosed is a copy of letter from Mr. Goodwillie of Counselman & Co., and my reply. I am sending this for your personal information and would be greatly obliged if you would have forwarded to me the amount on deposit for the dividend purpose at the end of this week as of Saturday, February 5th.

My understanding with Mr. Epping is that he is transferring to the dividend account at the end of each week or more often is he sees proper, the equivalent of what he is receiving from stock sales, which latter are reimbursing the treasury for cash received from profits and applied to productions.

Thanks for keeping me up to date on this.

Please return the enclosed when you are finished with them.

Very truly yours,

Lee Benoist

Encl.
LB/W

Copy of letter Mr. Lee Benoist sent to Mr. Goodwillie.

February 4th 1920.

Mr. Arthur L. Goodwillie,
c/o Bounselman & Co.,
112 West Adams Street,
Chicago, Ill.

Dear Arthur:

I was advised by our down-town office that we were fully protected in using the Cumulative feature on Class A shares in view of an agreement between Griffith as a holder of Class B shares of the company.

We used the Cumulative feature for a short period with probably a very shares having been sold as a direct result of that proposition. Among the other matters which I was looking into regarding the set-up of the company, I found that Griffith only agreed to vote his shares for an amendement of the charter and I also discovered that the laws of Maryland require an approval of 100% of the share holders. After thinking this all over and seeing what almost seemed to be an impossibility in this regard and as the Cumulative feature was not an essential selling point for us and not being used by you, it would be better not stir up this situation.

We will have Mr. Griffith sign such document as we may find desirable as protection should any shares which were sold by us during the period mentioned ever come back on us.

As the certificates specifically state they are non-cumulative, any one buying them from a present holder could not claim the cumulative advantage and rather than agitate the question with two thousand shareholders for the advantage of perhaps a few hundred shares, we have decided herenot to go forward with all the legal advertising steps necessary.

I have Epping and Banzhaf or both committed to me regarding special reserve for dividends which now amounts to something over $15,000 and should rapidly approach the total amount required for divident purposes.

Mr. Banzhaf is giving this his personal attention and I am keeping in touch with both himself and Epping in the matter.

Marshal tells me that you will be here next week. This time I will be glad to talk over all details with you.

Very truly yours,

LB/W

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

February 5th 1921.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		25,262		
Broken Blossoms		2,534		
Love Flower		3,704		
Lady McKenzie		6,990		
Ghost In The Garret		13,922		
Laboratory Tests	50			
Picture U-2			26,179	23,243
	50	52,412	26,179	23,243

Positive used

Eastman	48,295
Bay State	17,440
Belgian	12,906
	78,641

Negative used.

Eastman	23,243

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS

of

UNITED ARTISTS CORPORATION

A special meeting of the Board of Directors of the United Artists Corporation was held at the office of the corporation on the 5th day of February, A.D. 1921, pursuant to the provisions of the by-laws relative to the calling and holding of a special meeting.

PRESENT: HIRAM ABRAMS
NATHAN BURKAN
ALBERT H.T.BANZHAF
DENNIS F. O'BRIEN

Being four of the five directors of the corporation. Mrs. Charlotte Pickford was reported as being in Los Angeles, California, and hence, could not attend.

Mr. Max Prager was in attendance.

Mr. Abrams acted as Chairman of the meeting and Mr. Banzhaf as Secretary.

The minutes of the previous special meetings of the Board of Directors, to wit, the meeting held on December 6th, 1920 and January 8th, 1921 were read, and with certain modifications that were noted they were approved.

Mr. Abrams reported to the meeting his attendance at a meeting of those interested in the motion picture industry to provide ways and means to defend the industry against prejudicial regulations sought on behalf of reformers relative to preventing the exhibition of motion pictures on Sunday and against censorship law in the various states throughout the United States. He stated that he had agreed to contribute the sum of $2500, towards a fund, not to exceed $150,000., which was being raised for that purpose. The matter was given serious consideration by those present, and the letter from the Secretary of the association entrusted with the duty of collecting these funds, was read, in which he asked for a weekly contribution of

one-half of one percent of the gross receipts of the corporation. This, the directors refused to do.

A resolution was made, seconded and unanimously adopted that the corporation contribute the sum of $2500. for the purposes above mentioned, at the rate of $500. per week.

Mr. O'Brien submitted to the meeting copies of the various communications sent to and received from Mr. Gusdella, who has been acting for the corporation in its business relations with Mr. Morris Greenhill, and also reported the results of the conferences between Mr. Abrams and himself on the one part, and Douglas Fairbanks, Mary Pickford, and Charles Chaplin while in Los Angeles, and their destre to market the pictures now being marketed by the United Artists Corporation in this country, in so far as contractual relations with the owners of each of the pictures would permit those pictures, in foreign territory; whereupon, a resolution was made, seconded and unanimously adopted that Mr. O'Brien be authorized to return to David W. Griffith, Douglas Fairbanks and Mary Pickford respectively, the contracts which they had signed with Morris Greenhill, of which the United Artists Corporation had been the procuring cause, subject to its contract with Morris Greenhill, and that Hiram Abrams and Dennis F. O'Brien be a committee authorized and empowered to proceed with the organizing of a corporation in England to market the motion pictures in the British Isles, and that Hiram Abrams in his position as President of this corporation, be authorized and empowered to select the personnel of the officials and the employees of that corporation, subject to the approval of the Board of Directors of this corporation.

Mr. Abrams reported to the meeting the wishes of the stockholders relative to marketing their pictures in Cuba; whereupon, a resolution was made, seconded and unanimously adopted that a representative of the corporation be sent to Cuba to open and maintain

an office there for the marketing of the United Artists pictures in Cuba.

Mr. O'Brien read a telegram from John Fairbanks requesting the payment of the traveling and hotel expenses of Robert Fairbanks and Theodore Reed, providing the Douglas Fairbanks Pictures Corporation paid the salaries of these two persons to visit Mexico and investigate the motion picture conditions for the purpose of enabling the United Artists Corporation to determine the best method of marketing their pictures in Mexico.

A resolution was made, seconded and unanimously adopted authorizing such expenditure, but to suggest that Walter S. Rand, a representative of United Artists Corporation in Los Angeles, be substituted for Mr. Reed. In the event of this not being agreeable to Mr. Fairbanks, the approval of the selection of the person to accompany Mr. Robert Fairbanks is left with Mr. Abrams.

Mr- O'Brien reported concerning Mr. Abrams' and his conferences with Charles Bryant, manager of Madame Nazimova, and Madame Nazimova, Will Rogers, and with the representative of the Associated Producers. No definite agreements had been arrived at with any or all of them.

Mr. Abrams and Mr. O'Brien reported orally their various activities while in California, and their reports were accepted and approved.

A letter was read from Thomas J. McAvoy, the manager of the Minneapolis exchange, showing that he had refused an offer of considerable more money than he is now receiving from the United Artists Corporation, and also mentioning that he had made a contract of marriage; and as evidence of appreciation of the good will towards the corporation shown by Mr. McAvoy and recognition of his marriage, a resolution was made, seconded and unanimously adopted

that the President be authorized to purchase and give to Mr. and Mrs. McAvoy a wedding gift to be accompanied with a proper letter on behalf of the Board of Directors.

Mr. Abrams and Mr. Banzhaf both reported that the negotiation started relative to United Artists Corporation marketing " WAY DOWN EAST" in the Dominion of Canada, had not resulted in any agreement.

No further business coming before the meeting, the meeting adjourned.

_____

Secretary

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	X
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

Dwschne

February 7 1921

CHARLES COUNSELMAN & CO
112 WEST ADAMS STREET
CHICAGO ILLINOIS

EPPING HAS OPENED SPECIAL DIVIDEND ACCOUNT AND HAS BEEN DEPOSITING ALL RECEIPTS FROM SALES TO THAT ACCOUNT THIS HAS BEEN DONE ON HIS OWN INITIATIVE AND WITH HIS USUAL STRICT CARE AND FORESIGHT STOP PLEASE NOTIFY CENTRAL TRUST COMPANY OF ILLINOIS TO FORWARD CERTIFIED COPY LIST OF STOCKHOLDERS TO CENTRAL UNION TRUST COMPANY FOR DIVIDEND PURPOSES

A H T BANZHAF

charge Banzhaf # 2 Rector St. Room 1615.

Louisville Feb 7th
1921.

My dear good David,

I wish you could know how much I thank you, and Mr. Grey for your kindness to me. I dont know what would become of me if it wasnt for you. I am praying for your success, and happiness always.

Affc, Cousin Betty

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"
London Paris
Liverpool Havre
Brussels

New York February 7, 1921.

G. T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
c/o Mr. J. C. Eppinger,
D.W. Griffith Studio,
Oriental Point, Mamaroneck, N.Y.

Dear Sir:

We wish to advise having received from the United Artists Corporation check for $7750.

We have also received a check drawn on Canada for $577.50, the proceeds of which discounted at 12¼%, namely $506.76, together with the former check, has been applied in reduction of your loan to $177,797.99.

Yours very truly,

G T Scherzinger

Assistant Treasurer.

66-169-2
Enclosure

128,895.62
8308.97
137,204.59

315,000.00
137,294.59
177,795.41

17779 7.99
17779 5.41
25.8

Diff

See letter

February 7th 1921.

Mr. Lee Benoist,
25 West 43rd Street,
New York City.

Dear Mr. Benoist:

In reply to your favor of the 4th inst., enclosing copy of letter from Mr. Goodwillie under date of February 2nd and copy of your reply under date of February 4th relative to cumulative dividend of Class A stock and dividend fund, received.

Relative to the funds received from the sale of the stock being deposited to the dividend account, I wish to state that the tone of Mr. Goodwillie's letter is decidedly in bad taste as far as Mr. Epping is concerned. As soon as the resolution for the payment of dividends was passed, Mr. Epping immediately opened a special account in the name of the Corporation which he called the "dividend account" and in which account he has been depositing all moneys received from the sale of stock either through Counselman & Co. or your Company, and will continue so to do until ~~either~~ sufficient funds have been deposited therein to pay the dividend to stockholders of record as of February 26th. Mr. Epping did this on his own initiative, realizing that heretofore the amounts which the bankers turned into the Company arising from the sale of the stock always fell far below their estimates and for this reason he wished to be particularly cautious and conduct the operation of the Company's affairs as though no stock were being sold whatever, and it has been due to his careful husbanding of all accounts that the Company has been able to take care of its obligations, and it will be with like care and foresight on his part that the dividend account will be protected.

In reference to the cumulative feature of the Class A shares, I beg to advise that Mr. Griffith will sign an agreement on behalf of the Corporation to pay to all holders of stock who purchased through your Company Class A shares on the representation of your circular that the same were cumulative, so that any of such holders will not be prejudiced if perchance the Company should pass the Ten (10%) percent dividend in any one year.

I also note that this cumulative feature was only used by you in your circular from November 1920 to Feb. 4th 1921 and that therefore only the original holders of stock who purchased through your Company during the aforesaid period are

the ones who will be benefited by the aforesaid agreement. It is also understood that no further sales will be made under representation that the Class A stock is cumulative and that the cumulative feature of the Class A shares will be dropped.

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Counselman & Co.

112 West Adams Street
Chicago

J. C. Epping forwarded

February 7th, 1921.

Mr. A. H. T. Banzhaf,
with D. W. Griffith, Inc.,
1476 Broadway,
New York, N. Y.

Dear Mr. Banzhaf:

I am in receipt of your telegram dated February 7th, as follows:

> "Epping has opened special dividend account and has been depositing all receipts from sales to that account. This has been done on his own initiative and with his usual strict care and foresight. Please notify Central Trust Company of Illinois to forward certified copy list of stockholders to Central Union Trust Company for dividend purposes."

I am very much interested to know of the establishment of the account you mention, and appreciate the information you have given.

We are today arranging to have the Central Trust Company of Illinois forward a certified stockholders list to the Central Union Trust Company.

Yours very truly,

ALG:T

A. L. Goodwillie

Stories

EXECUTIVE COUNCIL

The American's Creed

Accepted April, 1918, by the Speaker of the House of Representatives on behalf of the American People.

WASHINGTON HEADQUARTERS
OFFICES OF CLERK, HOUSE OF REPRESENTATIVES
CAPITOL BUILDING

HEADQUARTERS FOR CORRESPONDENCE AND INFORMATION
849 PARK AVENUE, BALTIMORE, MD.

COMMITTEE ON PUBLICATION:
MATTHEW PAGE ANDREWS
CHAIRMAN
RICHARD GWINN
TREASURER
PORTER EMERSON BROWNE
HENRY STERLING CHAPIN
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BOOTH TARKINGTON
CHARLES HANSON TOWNE

ADVISORY COMMITTEE:
UNITED STATES COMMISSIONER OF EDUCATION
MEMBERS OF CONGRESS
GOVERNORS OF STATES
HEADS OF PATRIOTIC ORGANIZATIONS, AND OTHER AMERICANS IN PUBLIC AND PRIVATE LIFE

February 7, 1921.

Mr. Albert H.T.Banzhaf,
2 Rector Street,
New York, N.Y.

My dear Mr. Banzhaf,

In accordance with your suggestion, I wrote to Mr.Carr, asking him about the possibilities of the play, "The Birth of America". I received no acknowledgment of this letter from Mr. Carr.

I am anxious to get something started in regard to this matter, and I should very greatly appreciate it if you would write a line to Mr. Carr asking him about the matter and whether he has received my letter and the play.

I am sure I don't want to give you this trouble in the matter, but, of course, the pushing of things into some kind of an issue is important to me, because if the Griffith people do not take it I want to take it up elsewhere.

Yours sincerely,

Matthew Page Andrews

FAMOUS PLAYERS - LASKY CORPORATION

Paramount Pictures - Artcraft Pictures

LASKY STUDIO

1520 VINE STREET

HOLLYWOOD, CALIFORNIA

February 8, 1921.

Mr. D. W. Griffith,
Longacre Building,
42nd & Broadway,
New York City.

Dear Mr. Griffith:

I have given a letter of introduction to you to Dr. James A. B. Scherer, lately President of the California Institute of Technology, which was formerly known as Throop College, one of the highest class institutions of its kind in the world. Dr. Scherer is one of the distinguished men of the country. During the war he was Chief Field Agent of the Council of National Defense, with headquarters at Washington. An account of his experiences throughout the country during that year of war work is given in his book "The Nation at War" (Doran.) He has written a great many books on economic subjects, one of which you would find great pleasure in reading called "Cotton As a World Power", (Stokes) in which he traces the real cause of the war of rebellion to cotton with the negro as merely a result of the cotton growing.

Unlike many other high-brow college men Dr. Scherer is also a writer of fiction, and for the past six months has been on our staff here and is still in our employ writing stories and collaborating with me on editing. We will soon do one of his stories called "Tall Timber", with Wallace Reid.

Now the thing that I want to particularly call your attention to is a story that he had published in Scribner's Magazine about two years ago, called "How Christmas Came to England", now renamed "The Tree of Light". I believe that this story has a greater element of strength than Ben Hur, excepting the publicity value. Dr. Scherer is now lengthening this story into book form. It is about the same period as Ben Hur, but the background is ancient British, of the time of King Cymbeline, of whom Shakespeare writes.

Dr. Scherer's story has to do with the son of Cymbeline, Caradoc, who was taken a prisoner to Rome and was supposed to have met Paul, and is said to have been converted to christianity, and returned to England on a certain Christmas day where the institution of the Christmas tree and the mistletoe were first started. The Doctor has made the return of Caradoc the great climax in the affairs of the natives of England at that time in their relations to the Romans who then occupied the Island. Caradoc himself was a great warrior. The love story has to do with Caradoc's daughter, a captive of the Roman general and a certain Dunwallo, a young native who had been saved from the Druids by Caradoc. The Druids had tried to offer him up in sacrifice, burning him alive.

The story abounds in tremendously big pictorial and dramatic incidents, and having to do with the establishment of one of the greatest present institutions of the world, Christmas and Christmas tree, makes this story in another class from the ordinary costume picture, as it has a direct connection with the present. I believe that a great oak tree, known as Caradoc Oak, still exists in England.

I was very anxious to have our company do this, but they did not feel disposed to take it up with any ordinary director, and Dr. Scherer was not anxious to have C. B. de Mille handle it because he did not think he could get the right feeling into it.

You will find Dr. Scherer a perfectly human, lovable, able man, and whether you are interested in his story or not I would feel it a great satisfaction to myself if you would give him every consideration. He is a Southern man, born in North Carolina, and of course, thinks you the greatest director in the world.

Personally, I expect to be East during the Spring, and I am going to try to see you again. I am still unsigned for next year, although Jesse is making noises that sound like saying something.

With warmest personal regards,

Very sincerely,

FEW/LP

Frank E. Woods

Get a letter

of introduction

Trotter

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

Handled
Mail Dept.
By W. N.

February 8, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N. Y.

Dear Sirs:

We beg to acknowledge receipt of your check for $8,000. the same to be applied on account of your Way Down East account.

After making the above payment, there still remains a balance due of $16,235.24. OK

Thanking you for your check, we remain

Very truly yours,

Assistant Secretary.

WS/HGH
BANKING

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

February 8th, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, New York.

Dear Sirs:

We beg to acknowledge receipt of your check for $7,000. same to be applied on your Way Down East account.

After making the above payment there still remains a balance of $9,235.24

Very truly yours,

Assistant Secretary.

OK

175.000.00
165,764.76
9,235.24

WHS/HGH
BANKING

x 6608.
.927.
2201 55.95

Handled
Mail Dept.
By O. A. J.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK Feb. 8, 1921

Mr. A. H. Banzhof,
2 Recotr St.,
N.Y.City

Dear Sir:-

This is to acknowledge receipt of D. W. Griffith, Inc. Fractional share certificates, Nos. NY01501/1700, both inclusive.

Very truly yours,

Vice President

Handled
Mail Dept.
By E. F. S.

Transfer Dept.
I.

Counselman & Co.
112 West Adams Street
Chicago

February 8, 1921.

Mr. A. H. Banzhof,
% D. W. Griffith, Inc.,
1476 Broadway,
New York, N.Y.

Dear Sir:

Mr. Goodwillie has referred to the writer the last part of your wire of yesterday, which asks that we have the Central Trust Company forward a certified copy of the list of stockholders to the Central Union Trust Co. for dividend purposes.

It is our understanding that dividends are to be payable to stockholders of record at the close of business February 26, and we therefore presume that you mean for us to notify the Central Trust Co. to forward a certified list on that date.

Will you please advise promptly if this is correct?

Yours very truly,

Treasurer.

ECS-DH

GUEDALLA, JACOBSON & SPYER
Solicitors

WINCHESTER HOUSE
OLD BROAD STREET
LONDON, E. C. 2

Dennis O'Brien, Esq.,
1482 Broadway
New York
U.S.A.

9th February, 1921.

Dear Sir,

UNITED ARTISTS

Herewith we beg to enclose copy of two cables which we have received from you and copy of our cable in reply.

On receipt of the cable about the films we have at once written to Mr. Greenhill as per enclosure.

Mr. Guedalla is certainly amazed to learn that Mr. Greenhill had 10 prints unknown to us. You will observe that when Mr. Hiram Abrams cabled to us on the 10th ult., he simply instructed us to obtain the Fairbanks and Pickford prints and naturally we assumed he was only referring to the 4 prints of which we were aware, and of which Mr. Guedalla was formally appointed custodian. If Mr. Abrams had thought about it and had inserted the number of prints that we were to require to be delivered, no error would have arisen.

At the same time we must confess astonishment about Mr. Greenhill's behaviour in the matter. Immediatelywe received the cablegram, Mr. Guedalla read it through to him on the telephone and he confirmed that he had received a similar cablegram. In the course of the conversation Mr. Guedalla referred to the document,

appointing him custodian, he had in front of him, and gave him the names of the 4 prints. Mr. Greenhill never indicated by a single phrase that he had 14 and not 4 prints. And you know several conversations took place before Mr. Greenhill definitely decided to give up to us the 4 prints.

We were put off with the excuse about his having to consult persons financially close to him and ultimately with the excuse that he had to await Mr. Wood's return for his report as to what had taken place with you and Mr. Hiram Abrams in New York.

During the several conversations which took place there was never any suggestion that Mr. Greenhill had a single film or any other property of your client beyond the said 4 films. Naturally we were precise in writing the letter of demand to him on the 17th ult., because as cautious lawyers, we have to have it at the back of our heads that we have to make specific demand in case it was necessary that any Writ should thereafter be issued.

One cannot very well claim the delivery-up of property at all unless one has found that the person detaining it is absolutely in the wrong.

We have, however, as you will see by enclosed copy of our letter of today's date to Mr. Greenhill demanded, not merely the delivery-up of the 10 extra prints, but any other property of your clients.

Major King, who is Mr. Guedalla's Secretary, has now informed him that when he called at Mr. Greenhill's office, Mr. Greenhill opened a

vault which only contained the 4 prints. It was a large vault and could certainly have contained all the other cans. Major King thinks it could very well have contained cans for the 10 other prints and he feels rather aggrieved at learning Mr. Greenhill must have deliberately separated the cans for the 4 prints from the canse for the 10 prints.

UNITED ARTISTS CORPORATION Ltd.

As you will observe from our lengthy cable in reply (and we thought from the urgency of your cable that you wanted full cable advice without waiting for the delay of the mail) we have dealt pretty fully with the situation as regards any proposed Company.

In the premultimate paragraph of the 1st page of the printed Agreement of the 30th July, 1920, it is recited that Mr. Greenhill was desirous of acquiring a license to use the name of the United Artists in the foreign territory allocated to him, and in pursuance with this Agreement, with or without your concurrence, he proceeded on the 20th August, 1920, through his Solicitor Mr. Bingham, to register a private Company under the title of United Artists Corporation, Ltd. with a capital of £100.

You have raised the question as to whether he has forfeited his rights in any way to use the name "United Artists Corporation, Limited".

Under the 13th paragraph of the Agreement of the 30th July, 1920, it is provided that Mr. Greenhill is to forfeit 100,000

dollars, not as penalty, but as liquidated damages if he failed to comply with the obligations and covenants of the said Agreement. We presume that some steps have been taken leading to this forfeiture, but glancing very rapidly through the said Agreement, we do not see any provision that he is to forfeit the right to use the name "United Artists", although we note that, of course, he was only to use it in connection with the business of marketing, distributing and turning to account the United Artists motion-pictures, so that the license to use the name did not amount to very much of a license, but we disregard for the moment the fact that he was licensed at all to use the name.

A Company cannot merely by registering, as its name or part of its name, any word from the English language, whatever its nature or however attractive, monopolise that word as its name so as to prevent its use in the name of a subsequently registered Company.

Interesting questions might arise in the event of your clients deciding to register a somewhat similar name in this country. Mr. Greenhill might take steps to ask that a Company under any similar name should not be registered.

One, of course, would have to avoid any deception or appearance or likelihood of deception, but the general rule is that a Company may not be registered by a name identical with that by which a Company in existence, already registered, was so nearly resembling that name, as to be calculated to deceive, except where the Company in existence is in the course of being dissolved

and signifies its consent in such a manner as the Registrar requires.

On the other hand, if Mr. Greenhill's present Company conducts any film business which in any way is calculated to deceive the public or his customers that he is dealing in the films of your clients, we will have no hesitation in advising you that we could at once get an injunction against him in our Law Courts, apart from prosecuting a claim for damages.

We have, however, no evidence before us that Mr. Greenhill has done anything or intends to do anything of an offending nature.

With the concurrence of your clients, he has registered a Company in this country called "United Artists Corporation, Limited", and thereby it seems to us if your clients are very keen to possess that name, he has the advantage of the situation. As we are going to explain hereafter, although your clients might desire to possess the name for different reasons so as to prevent anybody else having it, we certainly would suggest the formation of quite a different Company with quite a different name.

The directors of the United Artists CorporationLtd. are Mr. Greenhill and Mr. Wood. Although it has been registered with a capital of £100 divided into 100 shares of £1 each, we are not aware that any shares except 7 shares of £1 each have been issued. They have been issued to:-

Morris Greenhill
Henry Deacon Wood
Charles Howard
Arthur W. Wood
John A. Laceman

H. O. White
Percy E. Jeffe

all of them being nominees of Mr. Greenhill or his solicitor, Mr. Bingham. It was Mr. Bingham who registered the Company.

In this country a Company can only carry on business according to the objects stated in its Memorandum. We have found that the Memorandum was quite serviceable if the Company had to be enlarged to a Company with a capital of £1,250,000. It is a very cumbrous process for a Company to get its objects changed by the Court of Chancery. In a case like this, we imagine, under no circumstances would the Court of Chancery sanction any extension or alteration of the Company's objects, but the Company has every conceivable power for conducting a film business in all its branches.

With regard to the Articles of Association, the Company is registered, subject to a few alterations, under "Table A" of the Company's Consolidation Act 1908, which will be found fully set forth in various text-books in the Company's Acts in the Library of your New York Bar Association. We would refer you to the 11th Edition of Palmer's Company Precedents or to the 9th Edition Buckley. You will find "Table A" in Palmer at pp.1600-1610.

The Clauses which have been introduced are largely articles making the Company a private Company. As you will find in Palmer, if you choose to consult it at page 911, there are additions when making a Company a "Private Company." In case Palmer is not accessible to you we would point out what he very conveniently says at page 911.

A private company may be formed by 2 persons instead of 7. We have not got to file "Consents" by Directors, nor have we to deliver, when registering the Company, lists of the Directors to Somerset House. There are no strict rules preventing a Private Company going to allotment; there are strict rules as regards a public Company. Nor may a public Company commence business until it has complied with the requirements of the Registrar at Somerset House, who must first issue his Certificate entitling it to commence business. It is not really very troublesome to get it, but it is technical and that is the reason why certain firms, like ourselves, are employed as Company lawyers, because we have special experience in these matters. People, who have not the experience, find a great deal of trouble because they do things irregularly and in the result find they cannot for a long time obtain the "Certificate to Commence Business", if the Company is a public one. A private company may commence business immediately it is registered.

A private Company, however, may not have more than 50 Shareholders at any time and must put a Clause into its Articles restricting the number of shareholders at all times.

If your clients with to register a private company, we cannot imagine this will be any serious drawback to them. After all it will be the chief constituent members of the American Corporation with a few independent names as Shareholders who will constitute the English private company.

The great advantage of a private company is that, unlike a public Company, it has not got to file with the Registrar an annual Statement in the form of a Balance Sheet. A private company's accounts are its own secret. Every public company has to furnish to the Registrar every year with full particulars as to it s assets and liabilities so that the public can, for 1/- search at Somerset House make itself acquainted with the then pecuniary condition of the concern.

The particulars to be afforded by a private company to its shareholders and debenture holders is much less strict than in the case of a public Company.

The remaining advantage of a private Company is that it need not file a report or account of its first Meeting, which is called a Statutory Meeting. It has to hold the Meeting, but it need not file the particulars at Somerset House. It is very important in connection with public Companies that these particulars should be filed within 4 months of their formation so that everyone can know how much capital has been subscribed and paid up. They get inquisitive as to why other amounts have not been paid in.

A public Company, if it does not issue a Prospectus, has to file a Statement in Lieu of Prospectus, which contains all kinds of particulars which sometimes one does not desire to give out unless one is really going to sell one's shares to the public, when one has to do it or issue a full prospectus.

If one is going to have a public company, then it is worth while having a company which complies with the requirements

of the London Stock Exchange. Just as with regard to your Companies, which are quoted on the New York Stock Exchange, so our Stock Exchange has very strict rules; indeed, much more strict than those on the New York Stock Exchange. On one quarrels with the reasonableness of them, if one is really keen to have a public company, whose shares are to be dealt in.

As you can see in the history of this matter, it is always possible to convert a private company into a public Company. We were going to do this with the United Artists Corporation Ltd.

One only has to alter the Articles of Association and then comply with the requirements of the Registrar of Join Stock Companies, and it is also desirable with those of the London Stock Exchange.

In private companies it is usual to have very strict Articles, whereby Directors can refuse to transfer shares from one shareholder to another or to any third party. This provision keeps the Company exceedingly private and in private companies it is not unusual to require that Directors should have share qualifications. This enables those who control the concern to nominate persons, who are practically dummies, as Directors, so that whenever they like, they can remove them

just like giving notice of dismissal to one's clerks or servants.

In the case of a concern like yours, which is an American Corporation, having a very large interest in an English company, it is no doubt desirable sometimes that very rapid action should be taken.

Very often power is reserved to a person, whom we call the Governing Director, whom you would call the President, giving him the right to dismiss all his co-directors by written notice and to appoint others in their stead, Directors can appoint alternates in their absence to act and represent them.

We now think we have made it quite clear to you what is the difference between a private and a public Company.

As you will observe from the enclosed cable of today's date we have informed you that we have prepared a set of Articles for a public company, but we have pointed out that the capitalisation is rather awkward and we cannot think in any circumstances you would need or wish to adopt it. You have had prints of the proposed Prospectus so that you know the nature of the capitalisation whereby there were to have been created 1,000,000 Preference Shares and 250,000 Ordinary shares.

We cannot think that your clients, were this to be a private Company or a public company, will require any such large capitalisation.

- . -

One of the chief things which your clients will have to consider in forming an English Company is the question of its capitalisation. One has to pay 1% on registered capital, i.e. if one registers a Company for £100,000, one has to pay £1000 duty when registering it.

The Chancellor of the Exchequer has just announced, as you may know, the withdrawal of the Excess Profits Duty.

This was a duty of 60% of the profits in excess of £200. a year or some other small fixed amount above the pre-war standard of profits, or where the Company did not exist in July 1914, then in respect of a standard which allowed the Company to earn a fixed amount of interest in respect of its real capital, so that the Authorities had to determine what was its real capital, and in different businesses, the rate of interest differed.

In the Film Business one usually obtained a standard of 9% on real capital.

You will therefore observe that it is a very important thing to take into account what should be the actual cash capital of a Trading Company. Nominal capital for Excess profits duty meant nothing.

Excess Profits Duty, we are glad to say, for the moment is to be buried, although it may be revived.

Last year a new tax was introduced, called the Corporation Tax, which apparently is to continue. It is a levy of 5% on all profits of Companies which fall within the definition.

The Company has not got to account for the first £500 of its profits in any given year, nor has it to pay tax in respect of 10% of the balance of its profits if interest or fixed dividends on preference shares or interest on permanent loans amount to that sum. Subject, thereto, any Company which is incorporated by or under the Laws of the United Kingdom, and any foreign Company which is liable to pay income tax in this country by reason of the nature of the business which it exercises or conducts here, is liable to the said Corporation Tax.

We would further point out to you that every Company registered in this country is liable to pay income tax, which, at present, is 6/ in the £1, in respect of all the profits and gains of the trade exercised or conducted, either in this country or abroad.

It is possible, however, to create branches abroad in such a way that they are not to be liable for income tax, and the Company can even create departments which are not controlled from here, so that, for instance, a department in India or Egypt might not be liable for income tax, but any Company doing this, is supervised very carefully, and is an object of great suspicion to our Authorities, as it is, of course, a very clear, although legalized attempt for the evasion of normal income tax liabilities.

Per contra, as Mr. Guedalla explained we believe to you personally, a Company not resident in the United Kingdom is assessable and chargeable for income tax in the name of our factor, agent, receiver, branch or manager who has the receipt of profits or gains, and which would be liable to be assessed and charged if it were resident instead of non-resident.

And there is another clause which is being very much discussed in our Law Courts as to non-resident Company being assessable and chargeable in respect of any profits or gains arising, whether directly or indirectly, through or from any factorship, agency, receivership branch or management, provision being made for the Government levying the tax and collecting it from such factor, agent, receiver branch or manager, and there are clauses whereby the Commissioners can review all arrangements between the local company or branch or departments with a foreign Company.

It is having all these things in mind which led us in the cable of today's date, to suggest to you that in any event, if your clients wish to have their business done in this country, it would not be deisrable to create a Company with a name similar to theirs for the purpose of doing it.

We think that you are aware that we acted for the Universal and the Trans-Atlantic and you will observe that the two names are absolutely different. The Trans-Atlantic is the English company.

We have also acted for the Triangle and the Western Import. The latter is the English company.

We act for any number of large British and Russian concerns which altho absolutely allied work under widely different names, and also as regards some very well-known American businesses, we also represent concerns with widely different names; although in the film business, we only just recall off-hand, acting for the two above mentioned allied film Companies. Neither of them has had any particular difficulty with regard to Income tax points, but Mr. D.W. Griffith will inform you that we still have, in connection with his films "The Birth of a Nation" and "Intolerance" a very considerable and difficult discussion with our Income Tax Authorities because these things were not thoroughly dealt with at the outset. Mr. Seligsberg is the Attorney-at-Law who corresponds with us on that topic.

Briefly, our advice would be for your clients to give instructions for the creation of some concern which should be run absolutely independently from the American Corporation. There is no objection to its exclusively attending to the business of your clients.

We would very much recommend the adoption of an agreement similar to that which we assisted in negotiating between the Universal and the Film Booking Offices, Ltd. (F.B.O.)

The F.B.O. is a Company controlled by Sir Edward Hulton, the great newspaper owner, and we took months in negotiating that agreement, so that you can imagine every clause was settled

by the respective solicitors and their Counsel, and their very able clients, from every possible standpoint, and we had the advantage of the assistance of Messrs. Stanchfield & Levy from the American end.

There is clause after clause in that agreement, which has Mr. Guedalla intimated in a very general conversation with you, he would like to see adopted, if you have come to a complete break with Mr. Groenhill.

In that event, we would suggest that your clients have not a representative over here, but some gentleman over here who is allowed to make a definite and limited sum of money out of the English Company, of if your clients would prefer it, we would go straight back to the real persons in the matter, Mr. Fairbanks, Miss Pickford, Mr. Griffith, Mr. Hiram Abrams and you, and one or two others who could become shareholders of a Company here which would employ persons to turn to account the films of Mr. Fairbanks, Miss Pickford and Mr. D.W. Griffith and others.

We suggest that those films should be turned to account somewhat on the F.B.O. basis.

In the F.B.O. case the F.B.O. deposited with Universal a very substantial sum as guarantee for performances of the contract. This is not essential and the proposed English company could be let off that obligation.

The basis of the contract is that the English company has to agree to pay aminimum amount out of its receipts to the

American Vendors.

There are elaborate accounting provisions, but the essence of the contract is that delivery of the films shall take place in New York to the New York representative of the English Company, that all payments have to be made in New York and that all accounts have to be delivered to New York.

We endeavor, so far as the Film Producers are concerned, to make the contract, as far as possible, a sale of American commodities.

In the F.B.O. case we are only dealing with an English contract. F.B.O. has none of the foreign rights in connection with Universal Films.

If the contract proves suitable, we are very much inclined to think that it will be worth while setting up the French and German and Italian Companies for similar purposes, otherwise, as you will observe, those who are interested in the English Company may be mulcted in English Income Tax in respect of profits made in countries like France, Germany or Italy, or for that matter, in the English Colonies or possessions.

It might be desirable, in the first place, not to create other European companies, but to begin business through the English concern, because of the geographical advantage that London has, and because, probably, you have to get some trusted representative thoroughly into the way of doing this class of business, which, we assume, is novel to Mr. Fairbanks, Miss Pickford and Mr. Griffith, and possibly Mr. Hiram Abrams, has not had to go into

all these kinds of detail. This kind of thing wants a lot of thinking out carefully, if one isgoing to establish a constitution or charter which is to last for a good long while, and out of which, as we assume, very large profits are to be made. The English Company could have such rights in European prints as to be able to make but small and reasonable profits therefrom.

We wonder whether it would be worth while for Mr. Abrams to come over and see Mr. Cuedalla and to go into all these things in detail. If this is not the case, and Mr. Abrams or you have someone whom you could put into the management of an English Company, then would you like us at once to prepare you a Memorandum and Articles of Association of a Private Company, together with the skeleton of a proposed contract?

We think we understand from your agreement of the 30th July, 1920, what you have in mind, and we would like to marry up its chief provisions with some of the prvomisions which we have adopted in the F.B.O. contract with the Universal.

Apart from wishing to protect our American clients from the unnecessary payment of income tax, thro' their being careless about the principles of English Income Tax Law, one has also to consider very carefully, the protection of their copyright rights. No one knows better than you the infernal chaos occasioned by the United States Government not coming into line with the English, French and German Governments about the International Copyright Convention.

However, neither you nor we can help it, and the only real way in which fully to protect copyright in films, is by

very strict licenses and sub-licenses, and chain of sub-licences which constitutes the positive at all material dates, the property of particular persons, i.e. our clients. In our licenses we would always leave the ultimate property in the hands of the actual producers, Mr. Fairbanks, Miss Pickford and Mr. Griffith, or as the case might be.

If it is necessary to bring in the name of the United Artists Corporation, that can be done, but we would suggest eliminating your American Corporation, and having direct contract between the Producers and the English Concern.

It would be very easy for you at your end to arrange that any monies paid to the producers in New York should by them be brought into account through and with the American Corporation, if such a course be necessary.

But, for the purpose of enforcing rights in this country and in Europe, it might and will be desirable to have property vested, subject to the ultimate rights in the local national companies, in an English Company for the United Kingdom and in a French, German or Italian company for those countries, and so forth.

We have our doubts whether your contract of the 30th July, which is so excellent in all respects, contains the fullest possible protection, having regard to the lines of decisions in this country, as to which , if you wish, we would

give you guidance. It would not take very much trouble on your part to read some of the judgments we have in mind. If you cable us that you wish us to send you over some further advice, on this subject, we will be happy to do so.

Our own view is that your clients should register a Company in this country with some suitable title of anything between £10,000 and £100,000 (we think £10,000 quite enough), and we would indeed advise your clients to let certain parties have a loan from them of £10,000 so that those parties can set up a Company, subscribing £10,000 in cash. The Company would pay its own expense of formation, including the original tax and legal expenses, printing expenses etc.

We would suggest that Mr. Fairbanks, Miss Pickford and Mr. Griffith and others would be well advised to allow some of the original subscribers (if you or they, which we do not, know of any good men to secure) on certain terms to obtain eventually, possession of the shares. The terms can be fixed between them. This means that such persons would be entitled to such share of the profits of distributing the films as the Producers might be willing to give up.

For instance, 60% and 40% may be considered a fair basis in this country. Perhaps the proposed company would be willing to work on these terms, especially if they had not, in the first place, to give any large guarantee deposit to the American Producers.

The Producers might make it a condition with regard to lending money to shareholders for creation of such a concern,

that they are to receive by way of interest for their loan, a substantial part of the dividends which such shareholder should get, or they might think it desirable to give the actual shareholder every possible encouragements.

We would suggest that 1% or 2% of the shares of the Company should be put into the hands of absolutely independent persons, if it is possible to find such independent persons. We are rather assuming that Mr. Abrams or you, or other persons could become shareholders of such a Company and we would regard you as independent, or that you have friends in England who might desire to become shareholders, if the business is worled by some one in the film world, and we assume you might be able to interest such a person by letting him have some participation in such a Company.

We think it very desirable that in any event, your clients should become Owners of the small concern registered with a capital of £100. under the title of United Artists Corporation Ltd., but we would suggest that it should only be kept alive for the special purpose of preventing any competition under that name in this country.

At the present moment, there is nothing to prevent Mr. Greenhill transferring it to third parties, which would be a nuisance. Mr. Greenhill, on the other hand, we assume, will want to be repaid his outlays for bringing the Company into existence. We should not be surprised that he wants to be recompensed for some of his outlays with us as regards his anticipated rererseion of it, from a small company to a very

large Public Company.

We do not propose to negotiate with him in this respect until we have your specific instructions, as we might do you more harm than good precipitating any suggestion of this kind. As far as we are concerned, we are perfectly at liberty to negotiate for you and your clients.

Mr. Greenhill, as you know, was only to employ us for the large Company The United Artists Corporation Ltd. if he could put it through. As he was to be the promoter of that Company we stipulated that he should provide us with a retaining fee. More than half of that has been spent with printers.

Mr. Greenhill, at all times, is represented by his solicitor Mr. Bingham.

As you may be aware, we represent the Universal, and it was only because of their quarrel with Mr. Greenhill that we came across him. We are essentially the Universal's solicitors, and in fact, as such, we have to act in a sense, contrary to the interests of Mr. Greenhill, and so, perhaps, in a sense, we may have to act, if instructed by you, contrary to his interests in connection with the United Artists, but Mr. Greenhill has only himself to thank if he undertakes an obligation which he cannot carry out.

We quite agree that the Stock Exchange in this country, as in all other countries, is in a parlous condition. When you were here, as we now know, it was on the verge of collapse, but not even our best clients knew how completely it was going to

collapse. We were still acting in connection with certain big issues which went through, as far as underwriters were concerned, but as regards the public response was very poor. Since then, big issues have had to be held up.

We cannot help thinking that your clients would be very well advised by some such company as you now contemplate to keep the monies to be paid in this country and all other countries in their hands and under their control, although in some respects the company concerned will have to be independent i.e. they will allow managers and representatives to make some independent profits. If they sell their commodities to such companies on the basis we indicate, they will not have to pay in this country, at all events, income tax on any profits and gains made from such sales. Of course, their receipts from this country would not be profit and gains. One has to find out what are their actual profits and gains from all sources and then the British Authorities would apportion a percentage of some of the profits and gains made in this country, which is a very awkward business, and one which we should advise you to avoid.

We repeat that we would be happy to prepare the print of the Articles of Association of some proposed Company as soon as we get cabled instructions from you, or definite scheme for you to consider. It will be easy for your clients then to alter the conditions as to capital or other conditions which they think fit to do.

We would also be happy to prepare and send you the draft of some agreement between that Company and your clients. An agreement of this nature would have to be pretty lengthy, and might take us a little time to prepare.

In the meantime, possibly your clients could get to work exhibiting some particular films without awaiting the registration of such a company and the completion of such an agreement as to be good it must take time.

We are, dear Sir,

Yours faithfully,

Guedalla, Jacobson & Spyer

Evening World-Herald

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WEDNESDAY, FEBRUARY 9, 1921.

THE ART OF THE SCREEN.

The making of motion pictures is an art—an art yet in its infancy. Where other arts go back to the dawn of history for their beginnings this one was still in the womb of the future when William J. Bryan began running for president.

It is today the popular art. Its direct appeal to the masses of the people, literate and illiterate, is without precedent; so all-inclusive that it may be said to be universal. Of all arts it is the greatest and surest money-maker. At its birth it was commercialized. It came at once into the hands of those who were striving not for the best art but for the most dollars. It gathered in its dollars first in five-cent admission charges, then ten-cent admissions, and only in the last two or three years has it attained to the dignity of an amusement that could attract patrons at a charge of two dollars a seat.

Due to its commercial exploitation for popular appeal it has suffered debasement, considered from the artistic viewpoint. It has been used to "give the people what they want" for a profit. So it has given them for the most part and until very recently vampires, lurid crime, crass melodrama, gross buffoonery, the eternal triangle, appealing little if at all either to the intellect or to good taste. Yet with all this the rapidity of its purely artistic development, like the spread of its popularity, is also without precedent. From the embryo of 1910 there has developed such a production as Mr. Griffith's "Way Down East" which is showing this week in Omaha.

David Wark Griffith is not merely a keen business man exploiting "the movies". He is a man of culture and refinement and ideals—a true and a great artist. He is a man of vision and convictions— a great preacher. And he has shown us, in this "simple story of plain people", how the screen can be used, with true art of a high order of excellence, not alone to entertain the people but to serve them. He has made the combination of beauty with truth. He has put art to its loftiest practical use as the hand-maiden of simple goodness. He has given us a foretaste of what "the silver screen", in its free and unimpeded development, under the hand and inspiration of genius, can and will become. He has caused us to dream dreams of what "the movie" will

people", how the screen can be used, with truth and of a high order of excellence, not alone to entertain the people but to serve them. He has made the combination of beauty with truth. He has put art to its loftiest practical use as the hand-maiden of simple goodness. He has given us a foretaste of what "the silver screen", in its free and unimpeded development, under the hand and inspiration of genius, can and will become. He has caused us to dream dreams of what "the movie" will be even within the lifetime of men and women now in their youth.

Mr. Griffith, in his effort that cannot be too much commended, has had the invaluable assistance of another artist of purest ray serene—the greatest that the screen has yet brought into being. No art, though it be thousands of years old, has given to the world a realization of womanly innocence, purity and charm to excel that wrought by Miss Lillian Gish under the superb direction of this "new master." None has served more truly to win love for simple goodness, admiration and sympathy for defiled innocence that is yet undefiled. There are crudities in Mr. Griffith's production, more's the pity, humor that is cheap caricature, but there is no single flaw in that part of the presentation which falls to Miss Gish's lot. She has arrived about as nearly to artistic perfection as it is within the power of mortality to attain.

From the purely dramatic viewpoint the possibilities of the screen are indicated by this picture. It is difficult to call to mind, from the triumphs of the stage or of literature, a crisis so gripping and sustained, so tremendous in its elemental presentation, as that which is made real and true in the last fifteen or twenty minutes of this triumph of the films.

The World-Herald deems Mr. Griffith's production worthy of prominent mention not only that people who can may be induced to see it, for the good it will do them, but for its uplifting and purifying services to the public mind. It is desirable always that men and women may be stirred, by dramatic appeal, to love goodness and to hate evil. But it is well, too, to have brought to general notice, and to emphasize the fact, that there is at hand in "the movies" an art of almost unlimited effectiveness, newly born, that is already beginning to come into its rightful estate. How much it needs the atmosphere of freedom, the support of intelligent good taste, is indicated by the fact that even "Way Down East" was mutilated by the public censor in Pennsylvania before the people of that great commonwealth were permitted to see it. It is essential that enlightened public sentiment should crystallize, not alone to discourage the screen's banalities, its vulgarities, its not yet wholly eliminated viciousness, but to protect it in its natural growth and development from a chilling censorship imposed by law and that may be administered by minds that are small, narrow, without vision, sympathy or understanding. Under such treatment an art may be blunted and dwarfed. It can never be encouraged and perfected.

Blue Pencilling Mr. Dawes.

The testimony of Charles G. Dawes before a congressional war investigating committee will lose something by expurgation when it appears in official print, in the permanent record.

Indeed, it will lose greatly, for all the "hells" "hell Marias" and "damns" and stronger utterances are to be eliminated as beneath the propriety, dignity and purity of matter which is to receive the honor and halo of congressional publication. That will take the kick out of a great deal that the Chicago banker and former brigadier general in the supply department of the army said. After a few years the investigator, perhaps historian, who consults the record, will miss something very essential to a full understanding of the occasion.

It is not easy to write an excuse for profanity or near-profanity uttered under any circumstances. Perhaps this much can be said, that there are men in congress—were men on the committee—who, if they had the capacity or lack enough of restraint to swear on account of the same things that made Mr. Dawes swear, would be better men. There are times when it appears that a wholly righteous indignation is not unrighteous in its mode of expression even when profane words are used, or, at any rate, if this is a moral and social delinquency it may be pardoned on the spot.

It was an unusual extremity. As Mr. Dawes afterward said: "A man had either to cry or swear. Charley Schwab did the crying and Charley Dawes did the swear-

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FEB 10 1921

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DENNIS OBRIEN - 1482 BROADWAY - NEW YORK CITY

GREENHILL REGISTERED 20th AUGUST 1920 UNITED ARTISTS CORPORATION LIMITED CAPITAL £100 STOP WE WROTE YOU SAVOY 22nd OCTOBER STOP WE PREPARED BUT NOT FILED ARTICLES ASSOCIATION CONVERTING FROM PRIVATE INTO PUBLIC COMPANY COMPLYING REGULATIONS LONDON STOCK EXCHANGE AND ENLARGING CAPITAL TO £1.250.000 PREFERENCE AND ORDINARY SHARES BUT THERE MATTER STOPPED CAPITAL NEVER ACTUALL INCREASED AS THAT INVOLVED PAYING TAX £12500 STOP WE RECOMMEND YOU TRY ACQUIRE COMPANY POSSIBLY GREENHILL WOULD AGREE IF RE-COMPENSED FOR OUTLAYS AND LEGAL EXPENSES CABLE WHETHER YOU WISH US APPROACH HIM STOP FOR TRADING PURPOSES WE RECOMMEND FORM PRIVATE COMPANY DIFFERENT NAME WITH SAY £10000 CASH CAPITAL STOP BESIDES OUR LEGAL AND PRINTING EXPENSES TAX ON FORMATION IS 1% CAPITAL STOP ENGLISH CORPORATIONS ARE

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Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

LIABLE SPECIAL CORPORATION ANNUAL TAX 5% ON PROFITS BEYOND CERTAIN AMOUNTS AND EXCLUDING CERTAIN PAYMENTS FOR INTEREST BONDS AND FIXED PREFERENTIAL DIVIDENDS STOP ENGLISH CORPORATION ALSO LIABLE INCOME TAX STOP OUR VIEW IS THAT ALTHOUGH AGREEMENT TERMINATED BY GREENHILLS DEFAULT GREENHILL HAD RIGHT REGISTER CORPORATION BUT HAS NO RIGHT TRADE UNDER ITS NAME UNLESS HE MAKES CLEAR TO CUSTOMERS HE IS NOT HANDLING YOUR CLIENTS FILMS WHICH SEEMS TO US PRETTY DIFFICULT PROPOSITION STOP WE FREE ACT FOR YOUR CLIENTS ESPECIALLY IF NO PROSPECT ANY LITIGATION AGAINST GREENHILL WHICH WE WOULD DISLIKE STOP WE IGNORANT GREENHILL HAD ANY OTHER PRINTS WE FORMALLY ASKING HIM DELIVER TEN EXTRA COPIES AS INSTRUCTED HE SHOULD HAVE TOLD US WRITING

GUEDALLA

February 10th 1921.

Mr. Walter N. Seligsberg,
43 Cedar Street,
New York City.

Dear Walter:

I am enclosing herewith copy of letter received from Grey, together with copy of letter addressed to him from Mr. James L. Kelley of Dayton, Ohio, which letter speaks for itself.

Can you see any objection to me writing to Mr. Kelly waiving the clause relative to the re-transfer of the contract from Hicks to Kelley only, since this action does not in any way change the status of the Company's rights.

Kindly return the correspondence, and oblige

Very truly yours,

AHTB/GD
Enc.

D.W. griffith collection
museum of modern art film library

At a Special meeting of the Executive Committee of D.W.GRIFFITH INCORPORATED, held at the office of the Company at 2 Rector St, New York on the 11th day of February, 1921, at 1:30 P.M.

P R E S E N T : J.C. EPPING
-and-
A.H.T.BANZHAF,

constituting a majority of the Executive Committee.

Mr. Banzhaf presented a waiver of the meeting signed by Mr. Griffith. Mr. Epping and Mr. Banzhaf being present consented to the holding of the meeting without further notice.

Upon motion duly made, seconded and carried, the reading of the Minutes of the last meeting of the Executive Committee was duly waived.

The Treasurer, Mr. Epping, presented a financial report, as prepared by Messrs. Price, Waterhouse & Co. showing inventory statement valuing the production cost of "WAY DOWN EAST" at $719,852.72, and the exploitation thereof at $374,320.06, making a total valuation as of December 31st 1920 the sum of $1,094,172,78, also valuing the production cost of "LOVE FLOWER" at $340,281.92, exploitation cost thereof at $70,269.78, making a total valuation of $410,551.70, less United States receipts on account of said picture to December 31st 1920 in the amount of $132,657.35, leaving a total net valuation of said picture

as of December 31st 1920 in the sum of $277,894.35.

After discussion of said statement of Mr. Epping, the following resolution, upon motion duly made, seconded and carried was unanimously adapted:

> RESOLVED, that the photoplay "WAY DOWN EAST" be, and the same hereby is valued and appraised by the Executive Committee as of December 31st 1920 to be of the total amount of $1,094,172.78 , and that the photoplay "LOVE FLOWER" be valued and appraised as of said date at the amount of $277,894.35, and that the Treasurer be and he hereby is authorized and directed to enter the value of said photoplays on the books of the Corporation in accordance herewith.

Mr. Epping further reported that the fire insurance on account of the Studio for the period from September 19th 1919 to December 31st 1920 amounted in premiums to the total sum of $26,251.59. Of this amount $10,877.84 were accrued premiums prior to the date of incorporation, July 1st 1920, and that since the Corporation had taken over the entire studio properties together with its obligations that this cost should be charged to and paid out of the Corporate funds.

WHEREUPON, after discussion, the following resolution upon motion duly made, seconded and carried was duly adopted:

> RESOLVED, that the sum of $10,877.84, the amount of earned premiums prior to incorporation be and the same hereby is assumed as an obligation of the Corporation and that Mr. Epping be and he hereby is authorized to pay the same out of the Corporate funds.

Albert H. J. Barzhof

D. W. GRIFFITH COLLECTION
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Nov 30

Inventories

"Way Down East" Production Co	719857.97 ✓	
do Exploitation	374300.6 ✓	
as valued by directors December 31, 1920		1094157.78 ✓
"Love Flower" at Cost	340281.97 ✓	
do Exploitation	70769.78 ✓	
	410551.70	
Less U.S. Receipts to December 31, 1920	132657.35	
as valued by Directors December 31, 1920		277894.35 ✓
		1370671.3

———— o ————

C.F. Griffin's Fire Insurance bill for period from September 19, 1919 to December 31, 1920 — 76751.59 ✓

Of which:

applies prior to July 1, 1920 → 108784 ✓

applies since incorporated → 153375 ✓

Wark

CABLE ADDRESS "SELLEW"

LAW OFFICES OF
SELIGSBERG, LEWIS & ROTHSCHILD
43 CEDAR STREET
NEW YORK CITY

WALTER N. SELIGSBERG
CLARENCE M. LEWIS
JAY LEO ROTHSCHILD

11th February, 1921.

Albert H. T. Banzhaf, Esq.,
2 Rector Street, New York City.

Dear Sir: Re Wark

I have yours of yesterday with the enclosures from Mr. Grey and Mr. Kelley. It does seem to me that before anybody does anything, Mr. Kelley should exhibit the original receipts and transfers by Hicks to himself. If, on presentation of these, Mr. Zalkin thinks that I have power so to do, I shall be pleased to consent to the transfer of the contract. I am therefore writing Mr. Kelley accordingly.

Very truly yours,

W. N. Seligsberg

W. N. Seligsberg

WNS/EW

A Secret?

A VISIT made by David Wark Griffith (above) to the White House in Washington. and a consultation he held with President Wilson's secretary, Joseph Tumulty, give rise to the report that the movie producer is planning a new film, in which he wants Mr. Wilson to appear.

(© by K. V. C.)

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

February 12th 1921.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negative
Way Down East		13132		
Broken Blossoms		3140		
The Idol Dancer		7089		
Lady McKenzie		594		85-Inserts.
Ghost In The Garret		1786		
Laboratory Tests	45			
Picture U-2			18548	21822
	45	25741	18548	21907

Positive used

Eastman	30,305
Bay State	11,923
Belgian	2,106
	44,334

Negative Used.

Eastman	21,907

12

Mamaroneck, Feb. ~~11,~~ 1921.

Day

~~Night~~ Letter to

Miss Mae Marsh,

Care Western Union,

Pasadena, Calif.

Next picture I plan doing is melodrama in which I do not see anything suitable for you. I have still got that dream of Sands of Dee but of course would have to be done in summer. Am still figuring on this. Am looking up possibilities of release and will wire you as soon as I hear. Of course I have only one vote in five through United Artists and there are so many peculiar ideas concerning booking that I don't know what the chance but will let you know as soon as I hear. Kindest regards.

D. W. G.

Charge D. W. Griffith Inc.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

Feb.12 th,1921.,

Received from D.W.Griffith Inc.Payroll check # 6377
for the amount of $1000.00 for week ending May 15 th,1920 .

Signed---Lillian D. Gish---.

Feb.12th,1921.,

Miss Lillian Gish,
Savoy Hotel
59 th Street & 5 th Ave.
New York City.,

Dear Miss Gish,

Enclosed please find Payroll Check # 6377 amounting to $1000. for week ending May 15 th,1921.

Please sign the enclosed receipt and return same to me in the enclosed self addressed envelope.

Very Truly Yours,

Cashier.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL

LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

February 14th, 1921.

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

My dear Bert:

Enclosed is copy of cable, for your information, received from Guedalla.

Don't you think we ought to use the title 'United Artists Corporation' in England?

Sincerely yours,

Dennis F. O'Brien

DFO'B:MM

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

Fifth Avenue Office
Fifth Avenue and 43rd St.
Cable Address: "Notromco"

Madison Avenue Office
Madison Avenue and 60th St.
Cable Address: "Fidelitas"

London Office
32 Lombard Street, E.C.
Cable Address: "Garritus"

Paris Office
Rue des Italiens 1 & 3
Cable Address: "Garritus"

New York. February 14, 1921.

G. T. Scherzinger
Assistant Treasurer

In replying please refer to number 66-167-4

D. W. Griffith Incorporated,
Orienta Point,
Mamaroneck, N. Y.

Gentlemen: Attention, Mr. Charles D. Godwin, Auditor.

We have your letter of February 11, relative to our letter to you of the 7th instant, in which we advised having reduced the principal of Mr. Griffith's loan dated May 14, 1920 to $177,797.99.

The correct amount should be $177,795.41, and is caused by our oversight in not figuring the $2.58 adjustment credit of which we advised you in our letter of February 3.

We regret the inconvenience caused you in this connection and are glad to confirm the correct amount of the loan stated above.

Yours very truly,

G. T. Scherzinger

Assistant Treasurer.

February 14th 1921.

Counselman & Co.,
112 West Adams St.,
Chicago, Ill. Attention of Treasurer.

DearSir:

In replying to your favor of the 8th inst. relative to my wire to Mr. Goodwillie regarding certified copy list of stockholders, which is to be forwarded from the Central Trust Co. of Illinois to the Central Union Trust Co. of New York, I beg to advise that your interpretation is correct, viz., the certified list of stockholders is to be made up as of the close of business on February 26th 1921 and forwarded at once to the said Central Union Trust Company in orderttthat dividend checks may be mailed out by the latter Company on March 4th next. This inconformity with my letter of February 20th to Mr. Goodwillie which, no doubt, has since been handed to you for your information.

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

BERTRON, GRISCOM & CO., INC.
40 WALL STREET
NEW YORK

LAND TITLE BUILDING
PHILADELPHIA

February 15, 1921

R. B. Austin, Esq., Cashier,
D. W. Griffith, Incorporated,
Mamaroneck, New York

Dear Sir:

I wish to thank you for yours of February 14th, enclosing statement of receipts from road shows and key cities of "WAY DOWN EAST".

Very truly yours,

MJD:L

Nov.23,1920.

Mr. Lee Benoist,
Hotel Woodstock,
127 West 43 rd Street
New York N.Y.

Dear Sir,

As per instructions from Mr. Epping ,I am enclosing herewith a list of Towns with the dates on which our production "Way Down East",has played or will play in these different towns.

From time to time as changes are made or new towns are added I will advise you.

Very Truly Yours,

_____

Per Cashier

TOWNS IN WHICH "Way Down East "HAS PLAYED OR WILL PLAY.

TOWN	STATE	DATE PLAYED OR WILL PLAY.
New York	N.Y.	Sept.3,1920.
Philadelphia	Pa.	Sept.10,1920.
Charlestown	W.Va.	Jan.3,1921.
Huntington	W.Va.	Jan.6,1921
Boston	Mass.	Sept.20,1920
San Fransisco	Calif.	Oct.3,1920
Vallija	Calif.	Nov.16,1920
Sacramento	Calif.	Nov.18,1920
Stockton	Calif.	Nov.21,1920
Turlock	Calif.	Nov.28,1920
Merced	Calif.	Nov.30,1920
Lodi	Calif.	Dec.3,1920
Oakland	Calif.	Dec.5,1920
Seattle	Wash.	Mar.14,1920
Los Angeles	Calif.	Oct.18,1920
Syracuse	N.Y.	Nov.8,1920
Binghamton	N.Y.	Nov.22,1920
Utica	N.Y.	Nov.28,1920
Ithica	N.Y.	Dec.2,1920
Auburn	N.Y.	Dec.6,1920
Oneonta	N.Y.	Dec.9th,1920
Elmira	N.Y.	Dec.13,1920
Wilkes Barre	Pa.	Dec.20,1920
Williamsport	Pa.	Dec.27,1920
Norwich	N.Y.	Jan.3,1921
Oswego	N.Y.	Jan.6,1921
Watertown	N.Y.	Jan.10,1921
Glens Falls	N.Y.	Jan.17,1921
Johnstown	Pa.	Nov.8,1920
Altoona	Pa.	Nov.15,1920
Huntingdon	Pa.	Nov.22nd,1920
Cumberland	Md.	Nov.24,1920
Lancaster	Pa.	Nov.29,1920
Allentown	Pa.	Dec.6th,1920
Harrisburg	Pa.	Dec.13,1920
Reading	Pa.	Dec.20,1920
Easton	Pa.	Dec.27,1920
Paterson	N.J.	Jan3,1921
Baltimore	Md.	Jan,10,1921
Poughkeepsie	N.Y.	Nov.8th,1920
Newburgh	N.Y.	Nov.11th,1920
Johnstown	N.Y.	Nov.15,1920
Amsterdam	N.Y.	Nov.18,1920
Worcester	Mass.	Nov.22,1920
Hartford	Conn.	Nov.29,1920
Bridgeport	Conn.	Dec.5,1920
Stamford	Conn.	Dec,9,1920
New Haven	Conn.	Dec.,13,1920
Providence	R.I.	Dec.20,1920
Springfield	Mass.	Jan,17,1921
New London	Conn.	Jan.24,1921/
Middletown	Conn.	Jan.27,1921.
Norwich	Conn.	Jan.30,1921.
New Bedford	Mass.	Feb.3,1921.
Brooklyn	N.Y.	Nov.8,1920.
Cleveland	Ohio.	Jan.10,1921.
Minneapolis	Minn.	Dec.12,1920.
Winona	Minn.	Jan.9,1921.
Dubuque	Iowa	Jan.13,1921.
Waterloo	Iowa.	Jan.16,1921.
Clinton	Iowa.	Jan.20,1921.

Sheet # 2, continued.

Town	State	Where Played or Will Play.
Davenport	Iowa	Jan. 23, 1921.
Cedar Rapids	Iowa	Jan. 30, 1921
St. Paul	Minn.	Dec. 19, 1920.
Ft. Wayne	Ind.	Jan. 3, 1921.
Dayton	Ohio.	Jan. 9, 1921.
Toledo	Ohio.	Jan. 23, 1921.
Cincinatti	Ohio.	Jan. 30, 1921.
South Bend	Ind.	Dec. 5, 1920.
Chicago	Ill.	Dec. 13, 1920.

D. W. GRIFFITH . . . PRESIDENT
A. L. GREY . . . VICE PRESIDENT

A. H. T. BANZHAF . . SECRETARY
J. C. EPPING . . . TREASURER

D. W. GRIFFITH, INC.

A. L. GREY . GENERAL MANAGER

WAY DOWN EAST

EXPLOITATION · DEPARTMENT

807 LONGACRE BUILDING, NEW YORK CITY
TELEPHONE . . . BRYANT - 5293 - 5294 - 8320.

December 1st, 1920.

My dear Mr. Austin:

I am enclosing herewith check in favor of Barry Stetson for Seventy ($70.) dollars, salary week ending November 20th, which I received from Mr. Whiting, manager of the Boston company of "WAY DOWN EAST". He informs me that he was instructed by you to pay this salary. Kindly turn this over to Mr. Stetson, and oblige,

Yours very truly,

D.W. GRIFFITH, INCORPORATED,

S. E. Silber

Auditor "WAY DOWN EAST" Companies.

Mr. R.B. Austin,
D.W. Griffith Studio,
Orienta Point,
Mamaroneck,
N.Y.

*Encl.

D. W. GRIFFITH - - - PRESIDENT
A. L. GREY - - - VICE PRESIDENT

A. H. T. BANZHAF - - SECRETARY
J. C. EPPING - - - TREASURER

D. W. GRIFFITH, INC.

A. L. GREY . GENERAL MANAGER

WAY DOWN EAST

EXPLOITATION · DEPARTMENT

807 LONGACRE BUILDING, NEW YORK CITY
TELEPHONE · · · BRYANT - 5293 - 5294 - 8320.

November 18, 1920.

Mr. R. B. Austin,
D. W. Griffith Studio,
Mamaroneck, N. Y.

Dear sir:-

Please be advised of the following changes in "WAY DOWN EAST" routes;

Co. B. Jan. 3-5 Charleston, W. Va.
Jan. 6-8 Huntington, W. Va.
Jan. 10 to Jan. 23 open.

Co. F. Dec. 20 to Jan. 15 inclusive Providence, R. I.
Jan. 17-22 Springfield, Mass.
Jan. 24-26 New London, Conn.
Jan. 27-29 Middletown, Conn.
Jan. 30-Feb. 2 Norwich, Conn.
Jan. 3-5 New Bedford, Mass.

Co. G. Jan. 9-12 Winona, Minn.
Jan. 13-15 Dubuque, Iowa.
Jan. 16-19 Waterloo, Iowa.
Jan. 20-22 Clinton, Iowa.
Jan. 23-29 Davenport, Iowa.

Co. J. Closes Brooklyn Jan. 1 - opens Cleveland, Ohio, Jan. 10.

Yours very truly,

H. Wayne Person

D. W. GRIFFITH - - - PRESIDENT
A. L. GREY - - - VICE PRESIDENT

A. H. T. BANZHAF - - SECRETARY
J. C. EPPING - - - TREASURER

D. W. GRIFFITH, INC.

A. L. GREY . GENERAL MANAGER

WAY DOWN EAST
EXPLOITATION DEPARTMENT

807 LONGACRE BUILDING, NEW YORK CITY
TELEPHONE - - - BRYANT - 5293 - 5294 - 8320.

November 17, 1920.

Mr. R. B. Austin,
D. W. Griffith Studios,
Mamaroneck, N. Y.

Dear sir:-

At the request of Mr. Epping I am sending you route sheets of the "WAY DOWN EAST" companies that have been booked.

As there will be many changes in the routes of these shows from time to time I am only giving you the routes up to the last of January. Later I will supply you with the additional bookings and whenever we make a change in any of the bookings I will see that you are notified.

If you are ever in doubt about the routing of any of the shows please call this office on the 'phone and we will be glad to supply you with information.

Yours very truly,
N Wayne Pierson
Booking Office.

Allied Art

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

February 15th, 1921.

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

My dear Mr. Banzhaf:-

I hand you herewith three executed copies of the proposed contract between David Wark Griffith and United Artists Corporation Ltd., an English Corporation, which were executed by Mr. Griffith, but not by the English Corporation.

May I suggest that you keep the contract intact, so that we may save typewriting in the drafting of the new contracts between our respective clients and the corporation our respective clients will cause to be organized in England.

Sincerely yours,

Dennis F. O'Brien

DFO'B:MM

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK February 15,1921.

D. W. Griffith,Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sirs:

We have received your check for $8,000., part payment account of your "Way Down East" note, leaving a balance due us of $1,235.24.

ok

Yours very truly,

Assistant Secretary.

DH.C
Banking

Handled
Mail Dept.
By O. A. J.

COPY
FOR THE INFORMATION OF
Mr. Banzhaf.

CENTRAL TRUST COMPANY OF ILLINOIS

CAPITAL AND SURPLUS $7,000,000.

AKSEL K. BODHOLDT
TRUST OFFICER

125 WEST MONROE STREET

CHICAGO,
February 15, 1921.

Messrs. Counselman & Co.,
112 West Adams Street,
Chicago.

Gentlemen:

In re: D.W.GRIFFITH, INC.

We acknowledge receipt of your letter of February 14th and note that the above company has declared a dividend payable March 4, 1921, to stockholders of record February 26, 1921, and that it is the desire of the company to have us prepare a list of the Chicago stockholders for the Central Union Trust Company of New York.

We note it is Mr. Banzhaf's request that we forward such list on Saturday, February 19th, so that it may be in the hands of the Central Union Trust Company of New York on Monday. This will necessitate our preparing our list showing stockholders of record as of February 15th, so as to allow time for cancellation of old certificates, issuance or transfer of new certificates, and posting of ledgers, and thereafter the forwarding of advice sheets to the Central Union Trust Co.

The Central Union Trust Company has always received daily advice sheets of any issues or transfers made by us of this stock so that they have had a complete record of every certificate issued or cancelled by this office. The Central Union Trust Company, however, wires us that they will require a list of the stockholders as shown by the Chicago books promptly after the close of the books on February 26th. February 26th is a Saturday, Sunday is a holiday, which leaves very little time in which to get a list to the Central Union Trust.

We have in the past suggested and urged that if the dividend were to be paid through the Central Union, that the Central Union keep complete ledgers so that a complete list of the stockholders could be prepared by them in a much shorter time than would be required

CENTRAL TRUST COMPANY OF ILLINOIS

CAPITAL AND SURPLUS $7,000,000.

125 WEST MONROE STREET

CHICAGO.

if separate lists were to be prepared by thesseparate transfer agents, or otherwise the time between the closing of the books and the payment of the dividend be materially lengthened in order to allow for transmission of lists.

Yours very truly,

AKSEL K. BODHOLDT

Trust Officer.

CC to Mr.Banzhaf.

ARTHUR S. FRIEND
ATTORNEY AT LAW
366 MADISON AVENUE bet 45 & 46
NEW YORK

Palmer

Feb. 15, 1921

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Albert,

Mr. Russell Palmer has come in to see me about his claim against D. W. Griffith Inc., arising out of that company's failure to go through with the $252,000. loan about which I understand you know.

In view of my relationship with you and with Mr. Griffith, I thought that we might talk it over frankly, and perhaps avoid even the semblance of a litigation.

Will you accordingly, call me on the 'phone (Vanderbilt 8925 - I am not in the book yet) and arrange for a conference.

Very sincerely yours,

Arthur S. Friend
E.J.

ASF-EF

MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS

OF UNITED ARTISTS CORPORATION HELD

FEBRUARY 15, 1921.

- - - - - - -

At the regular meeting of the Board of Directors of the United Artists Corporation, held at offices of said Corporation, 729 - 7th Avenue, on February 15th, 1921, at 4 o'clock P.M., the following were present:-

HIRAM ABRAMS PRESIDENT
A.H.T.BANZHAF
D.F.O'BRIEN
NATHAN BURKAN
M.E.PRAGER

Mr. Abrams acted as Chairman, and Mr. Banzhaf as Secretary of the meeting.

The minutes of the former meeting were read and accepted.

Mr. O'Brien read the telegram which he had received from Douglas Fairbanks relative to negotiations for the distribution of three motion pictures made and produced by George Arliss; himself to play leading-male or star part, and Mr. O'Brien was requested to provide proper contract and submit same to Arliss' attorney.

Mr. Abrams reported concerning cable he had received from Mr. Faulkner in London, relative to his becoming Director of Publicity for the foreign company which is about to be organized, for the marketing of our Productions in the British Isles. The proposition in said telegram was rejected and Mr. Abrams was instructed to write Mr. Faulkner accordingly in answer to his cable.

Mr. Abrams also reported regarding the Selznick Feature Picture which might be procured by this Corporation, and he was instructed to arrange an appointment when this Picture could be seen by the Board of Directors.

Mr. O'Brien and Mr. Abrams were appointed a committee to proceed with arrangements for the organization of a company, in accordance

with the laws of Great Britain, to market and turn to account our Productions in the British Isles. It was agreed that they might use such part as they deemed necessary, of the monies in the Guarantee Trust Company in the name of this Corporation, and received from Mr. Greenhill - pursuant to the contract between Mr. Greenhill and this Corporation, which contract Mr. Greenhill defaulted.

Mr. Banzhaf stated that Mr. Griffith would not enter into a contract for the present, to market his Productions in the British Isles; however, Mr. Griffith was agreeable that the aforesaid monies deposited in the Guarantee Trust Company might be used to organize and finance such Foreign Corporations.

Mr. Burkan made a similar statement with reference to Mr. Charles Chaplin.

Resolution was made, seconded and carried that the United Artists Corporation be re-imbursed from the aforestated deposit in the Guarantee Trust Company, for all expenditures made by this Corporation relative to the aforesaid contract made with Mr. Greenhill, including expenses incurred by Mr. Abrams, President, and Mr. O'Brien, Consul, by their trip to Europe and return; also transportation of prints, cost of cables and telegrams, employment and payment of consul in London and that portion of Mr. O'Brien's salary which was paid by the United Artists Corporation for the time he spent in connection with the European trip.

Mr. O'Brien was authorized to negotiate for attorneys for this foreign organization, to take care of the copyrighting of our Pictures in those territories.

Mr. Abrams and Mr. O'Brien were authorized to negotiate, as committee, contract for motion picture based upon the "Tailor Made Man"; also contracts for George Arliss and for Rex Beach Productions.

Mr. O'Brien was authorized to prepare proper instructions for Messrs Guedella, Jacobson & Spyer relative to the organization of the British Company.

It was moved, seconded and adopted that the name Allied Artists Company, Ltd., be used as name of the foreign corporation which is being organized.

There being no further business, the meeting adjourned.

Secretary

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 498 MAIN ST. OPP. NATL. CITY BANK

TELEPHONE No. 1190
TELEPHONED TO op
TIME 913a
VW TO DS

32NYSY18 NITE

D CHICAGO ILLS FEB 16

D W GRIFFITH

MAMARONECK NY

MIGHT AGREE TO PAY PRICE FOR DRAWINGS IF ACCEPTED HOWEVER PRICE SEEMS EXORBITANT ARRIVE FRIDAY MORNING BEST REGARDS

J A MANNING

854A

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

Handled
Mail Dept.
By W. N.

February 16, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, New York.

Dear Sirs:

We are in receipt of your letter of the 14th instant enclosing your checks for $1,235.24 and $5,764.76 which we have applied as follows:

Final Payment on account note of D. W. Griffith, Inc.,
$175,000.00 $1,235.24
Part payment on account note of D. W. Griffith
$200,000.00 $5,764.76

This leaves a balance due of $194,235.24 on the note of $200,000. We enclose herewith statement of interest to date of $400.56 on your note of $175,000. which is enclosed herewith duly cancelled.

Kindly send us a check to cover the above interest.

Very truly yours,

Assistant Secretary.

WHS/HGH
BANKING

ENCLOSURE

DW Griffith Inc
Misc.

February 16th 1921.

Central Union Trust Co. of N.Y.
80 Broadway,
New York City. Re: D.W.GRIFFITH INCORPORATED.

Dear Sirs:

On page #3 of Stockholder sheets, kindly change the address of Martha L.Hoenack from 466 Lexington Ave. % Comptroller's Office, to #3285 Decatur Avenue, Bronx, New York City.

Very truly yours,

CD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

f griffith inc

THE CORPORATION TRUST COMPANY

KENNETH K. McLAREN — PRESIDENT
RAYMOND NEWMAN — VICE PRESIDENT
HORACE S. GOULD — VICE PRES. & SECY.
B. STAFFORD MANTZ — TREASURER
NORMAN H. McLAREN — ASST. TREASURER

TRUST AND TRANSFER DEPARTMENT

THOMAS F. BARRETT — TRUST OFFICER
TRACY S. BUCKINGHAM — ASST. TRUST OFFICER
ERNEST J. KING — ASST. TRUST OFFICER
JAMES A. BLAKELY — ASST. TRUST OFFICER

ORGANIZATION DEPARTMENT

JOHN J. JANSEN, JR. — ASST. SECRETARY
HARLAN S. PERRIGO — ASST. SECRETARY

INCOME TAX DEPARTMENT

WILLIAM P. POWELL — ASST. SECRETARY
J. L. SCHLICHTING — ASST. SECRETARY

JOHN H. SEARS — ATTORNEY

THIRTY SEVEN WALL STREET

NEW YORK

THE CORPORATION TRUST COMPANY AND AFFILIATED COMPANIES

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
SYSTEM
ORGANIZED 1892
15 EXCHANGE PLACE
JERSEY CITY, N. J.

CHICAGO
PHILADELPHIA
PORTLAND
ST. LOUIS
WILMINGTON
WASHINGTON
PITTSBURGH

BOSTON
CORPORATION REGISTRATION CO.

LOS ANGELES
THE CORPORATION COMPANY

February 16, 1921.

re: D. W. GRIFFITH, INCORPORATED - Maryland.

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Sir:

In compliance with your request, we enclose copy of a ruling we have just received from the Tax Commission of Maryland with respect to the necessity of filing lists of stockholders by Maryland corporations.

Very truly yours,

THE CORPORATION TRUST COMPANY,

John J. Jansen Jr.
Assistant Secretary.

JJJ:VW

Effective from the 11th day of February, 1921, the State Tax Commission of Maryland orders:

1. Ordinary business corporations which transact business or own personal property within the State of Maryland are required to furnish with their annual reports the names, amounts of holdings and places of residence of stockholders residing in Maryland. As to stock held by non-residents of this State, it shall be sufficient to report the amounts of their holdings and the places of residence.

2. Ordinary business corporations which transact no business and own no personal property within the State of Maryland, are not required to file lists of stockholders with their annual report. It shall be sufficient for them to report the amounts of holdings and places of residence of the stockholders.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SAN FERNANDO NATIONAL BANK

SAN FERNANDO, CAL.

San Fernando, Cal., 2/17 1921

RECEIVED OF Earl Sterner

Two Checks for Twenty one Hundred Fifty four 10/100 $2154.10 DOLLARS.

For payments of Griffith Mtg Note to John C. Hinkle for $2000.00 + accrued int to date.

[illegible]

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK
February 17,1921.

Mr. A H T Banzhaf,
2 Rector Street,
New York.

Dear Sir:

We are in receipt of a book of stock certificates of D W Griffith, Inc. Class A, less than 100 shares numbered from 1701/1900.

Yours truly,

Vice President.

Transfer Dept/L.

Handled
Mail Dept.
By E. F. S.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY

OF NEW YORK

80 BROADWAY

NEW YORK

Feb. 17, 1921.

Mr. Albert H. Banzhaf,
2 Rector Street,
New York City.

Dear Sir:

In connection with conversation with you while in our office several days ago, regarding the payment of dividend on Class "A" stock of D. W. Griffith, Inc., beg to advise that we presume it will be satisfactory to your Company if we show the description on the left-hand margin of our check as follows:

DIVIDEND ON CLASS "A" STOCK

D. W. GRIFFITH, INC.

Although no mention was made at the time about our charges for making dividend disbursements, our usual fee is 15 cents per check. This amount includes postage, printing and all stationery.

Trusting that this charge will be satisfactory and thanking you for this business, we beg to remain

Yours very truly,

Assistant Treasurer.

Handled
Mail Dept.
By E. F. S.

HWB/A
COUPON

ALFRED H. BROWN

360 Madison Avenue,
February 17, 1921.

Mr. Albert H. T. Banzhaf,
2 Rector Street.

Dear Mr. Banzhaf:

I would appreciate the courtesy if you will send me the manuscripts of my two picture synopses

"PEACHEY" and

"RAGS AND RICHES",

which were left with you several weeks ago, the former sent by me to Mr. Crissey and by him to your office; the latter brought by me the day I called on you.

When I telephoned to inquire, you told me you would send them to me, and I have looked for them each day. I am sorry to trouble you, but I need these scripts for business.

Thanking you for the courtesy, I am

Very truly yours,

Alfred H. Brown

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1190 Mm

142NY B 34 COLLECT COLLECT

CORTLANDT ST. OPP. NATL. CITY BANK

WA WASHINGTON DC 634P FEB 18 1921

D W GRIFFITH

MAMARONECK NY

op

a a
v w

TELEGRAM RECD I HAVE MAILED STATEMENT UPON CENSORSHIP TO MR PETER J BRADY EIGHT HUNDRED TWELVE MUNCIPAL BUILDING NEWYORK AND ALSO TO MR CRANDALL OF WASHINGTON I THINK YOU WILL FIND IT SATISFACTORY

SAMUEL GOMPERS

757P

a a

call in am

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	X
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

Sustained

COPY OF WESTERN UNION TELEGRAM

February 18 1921

J. MICKLE HEMPHILL
407 LAFAYETTE BUILDING
N.E. COR. 5th & CHESTNUT STREETS
PHILADELPHIA PA

PLEASE RETURN NOTE IMPROPERLY FORWARDED TO YOU YOUR NOTE BEING MAILED TODAY

D. W. GRIFFITH INCORPORATED

Chg. Albert H.T. Banzhaf Room 1615 2 Rector Street

D. W. Griffith

The Committee of Fifteen will meet at Delmonico's Monday the twenty-first at seven o'clock for dinner. stop. Report of sub-committee to be received and answered upon and consideration given to matters of great importance which have arisen since last meeting requiring your advice and attention. stop. ~~Company's sub-committee~~ Companies' executives only to attend as heretofore. Stop. Please telephone Frederick Elliott Bryant 6743 that you will be present.

Adolph Zukor.

Telegram Feb. 18th.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Stories

February 18th 1921.

Mr. Alfred H. Brown,
360 Madison Avenue,
New York City.

Dear Mr. Brown:

I enclose herewith your two Manuscripts entitled "PEACHEY" and "RAGS AND RICHES" pursuant to your favor of the 17th inst., and I regret the delay caused in sending you the same.

Very truly yours,

GD

ALBERT H.-T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

Mrs Meyer

February 19th 1921.

Mr. Albert L. Grey,
#1476 Broadway,
New York City.

Dear Mr. Grey:

I enclose herewith copy of letter from Mr. Elliott relative to the alleged telegram sent out by Mr. Griffith, inviting the exhibitors to join the National Association, which letter conducively proves that the National Association did not send out any such telegram and that Mr. Cohen is as usual making rash statements which are not true in fact.

Would you mind showing a copy of the enclosed letter to Mr. Griffith so that he may be advised thereof.

Very truly yours,

Albert H. Banzhaf

AHTB/GD
Enc.

NATIONAL ASSOCIATION OF THE MOTION PICTURE INDUSTRY
(INCORPORATED)

1520 BROADWAY NEW YORK CITY

February 17, 1921.

FREDERICK H. ELLIOTT
EXECUTIVE SECRETARY

Mr. Albert H. T. Banzhaf,
2 Rector St.,
New York City.

Dear Mr. Banzhaf:

In further acknowledgment of your letter of the 15th inst. wherein you make inquiry whether any telegram was sent to exhibitors to invite them to join the National Association over the name of D. W. Griffith, I desire to advise that no such telegram has been sent, to my knowledge, and we certainly would not assume such authority in our office without first having secured the consent of Mr. Griffith personally or his accredited representatives.

I believe that several of the company officials did send telegrams over their own signature to the exhibitors, suggesting that they join the Theatre Division of the National Association but it was no concerted action on our part and you have my authority for the statement that no telegrams have been sent out from here to which Mr. Griffith's name was affixed.

I wish you would please so state to Mr. Griffith, Mr. Gray and any others whose attention has been directed to the fact that such action had been taken.

Yours very truly,

F. H. Elliott

Executive Secretary.

FHE/N

FEB 19 1921

Received from D. W. Griffith Inc., Pay roll check #6376 to the amount of Eight Hundred and Fifty Dollars ($850.00) for week ending - May 15. 1920

Lillian Gish

Feb. 19, 1921.

Miss Lillian Gish
Savoy Hotel
New York City.

Dear Miss Gish,

I enclose herewith check for $850.00 check # 6376 for week ending May 15th, 1920.

Kindly sign the enclosed receipt and return to the writer in the enclosed stamped envelope.

Very Truly Yours,

Cashier.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES

ORIENTA POINT

MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

February 19th 1921.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		26206		
Broken Blossoms		6463		
Idol Dancer		12		
Greatest Question		12		
Love Flower		53		
Fall Of Babylon		189		
Mother and The Law		195		
Lady McKenzie		231		120
Ghost In The Garret		9896		
Picture U-2			9094	12783
Picture C-13			52	22
Laboratory Tests	52			
	52	43257	9146	12925

Positive Used.

Eastman Stock	29287
Bay State Stock	6668
Belgian Stock	16500
	52455

Negative Used.

Eastman Neg.	12925

Dwg Inc

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

February 19th 1921.

Union
Central Trust Co. of New York,
80 Broadway,
New York City.

Attention Mr. Wm.H.Ludlum
Assist. Treasurer.

Dear Sir:

In reply to your favor of the 17th inst. relative to the dividend on Class A stock of D.W.GRIFFITH INC., beg to advise that printing on the dividend checks as suggested by you is satisfactory to us, and I enclose form of check which you mindly submitted to me for this purpose, also beg to advise that the charge of 15¢ per check will be satisfactory.

I enclose herewith copy of letter received from Central Trust Co. of Ill. relative to the stockholders list for your information.

Any further information that I can give you relative to this matter I will be pleased so to do.

Very truly yours,

AHTB/GD
Encs. (2)

Merer

Franklin K. Lane
Honorary President

John H. Finley
President

William L. Ettinger
Superintendent of Schools
Vice-President

Mrs. H. Edward Dreier
Secretary

AMERICA'S MAKING
(INCORPORATED)

A FESTIVAL AND EXHIBIT
Three Centuries of Immigrant Contributions to our National Life

AUSPICES OF THE STATE AND CITY DEPARTMENTS OF EDUCATION

TO BE PRESENTED IN NEW YORK CITY IN OCTOBER, 1921

William McAndrew
Chairman, Executive Committee

H. D. Walbridge
14 Wall Street
Treasurer

JOHN DANIELS
General Director
7 WEST 16TH STREET
NEW YORK CITY
(Chelsea 4594)

February 21, 1921.

Advisory Council
John G. Agar
Seymour Barnard
William Bondy
Herbert L. Bridgman
Allen T. Burns
James Byrne
Royal S. Copeland, M.D.
Robert W. deForest
Cleveland H. Dodge
Mrs. H. Edward Dreier
Allen Eaton
Abram I. Elkus
William L. Ettinger
Livingston Farrand, M.D.
Raymond B. Fosdick
John H. Finley
Hugh Frayne
Michael Friedsam
Frank B. Gilbert
John F. Hylan
Franklin K. Lane
Adolph Lewisohn
William McAndrew
V. Everitt Macy
Alfred E. Marling
Morgan J. O'Brien
Henry Fairfield Osborn
Anning S. Prall
Frederic B. Pratt
Edward F. Sanderson
Albert Shiels
William C. Smith
Mrs. Willard D. Straight
Mrs. Charles L. Tiffany
Mrs. Frank A. Vanderlip
H. D. Walbridge
William J. Wallin
Talcott Williams

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

My dear Mr. Griffith:

A committee representing Americans of Welsh descent or birth has called a conference for next Friday evening, February 25th, to consider how the historic contributions to the up-building of the American nation, which have been made by this element of the country's population, can be set forth adequately in the America's Making festival and exhibit to be presented in New York next fall.

This committee has asked me to extend a special invitation to you to attend and take part in this conference. The Welsh group takes great pride in your achievements, and hopes it may have your interest and cooperation in the present undertaking.

The conference will be held in a committee room on the second floor of the Board of Education Building, southwest corner Park Avenue and 59th Street, at 8 o'clock.

Members of St. David's Society are taking the most active part in this matter, and may communicate with you further.

We hope that you can be present, and that you will bring at your pleasure any members of your family or friends. If convenient, will you kindly let me know whether we may expect you?

Sincerely yours,

John Daniels

JOHN DANIELS
General Director

JD/FKT

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, February 21, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D.W. Griffith,
c/o Mr. J. C. Eppinger,
D.W. Griffith Studio,
Oriental Point, Mamaroneck, N.Y.

Dear Sir:

We wish to advise having received from the United Artists Corporation check for $7121.06.

We have also received check drawn on Canada for $581., the proceeds of which discounted at 14%, namely $499.66, together with the former check, has been applied in reduction of your loan to $164,707.16.

Yours very truly,

Assistant Treasurer.

141,087.08
8,807.60
150,189.91

66-169-2

164810.09
164707.16
102.93

315,000
150,189.91
164810.09

See letter X
I report missing on gross of cameras 1918
115.50

exec

reco

State of California
County of Orange } SS.

On this 24th day of February, in the year nineteen hundred and twenty-one, A. D., before me R. A. KLOESS, a Notary Public in and for the said County of Orange residing therein, duly commissioned and sworn, personally appeared Emma L. Baird personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county the day and year in this certificate first above written.

R A Kloess
Notary Public in and for Orange County, State of California.

[GENERAL]

GRIMES-STASSFORTH STATIONERY CO. L.A.

a

In Consideration of the payment of the debt secured by the mortgage

executed by David W. Griffith

recorded January 28th 1919, in Book 4268, Page 327

Mortgages, in the office of the Recorder of Los Angeles County, California, the undersigned hereby eases the property described in said mortgage from the lien thereof.

Dated Feby 21st 1921

Sarah E Hinkle
Robert Ward Hinkle
Ella Maud Hinkle
Evelyn L. Hinkle now Evelyn L. Hinkle
Emma L Baird

ATE OF CALIFORNIA,
County of Los Angeles } ss.

On this 21st day of February 1921

fore me, Joseph E. Brewer

Notary Public in and for said County, personally appeared Sarah E. Hinkle, Robert ard Hinkle, Ella Maud Hinkle and Evelyn L. Hinkle, now Evelyn L. and,

nown to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

Witness my hand and seal.

Joseph E Brewer
Notary Public in and for Los Angeles County, California
My Commission Expires Oct 1, 1921.

Release

Individual

Sara E. Hinkle,
Administratrix,
et ux

TO

David W. Griffith

February 21st, 1921

Los Angeles Title Insurance Co.
INCORPORATED AUG 21. 1890
626 South Spring Street
Los Angeles

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

493

Order No.

When recorded please mail to
D.W. Griffith
~~San Fernando National~~ Bank
San Fernando, Cal.

B of 426

RECORDED
STEIN
Read by
Document
VEVERKA

RECORDED
MAR 4 1921
34 MIN. PAST 10 A.M.
IN BOOK 160
AT PAGE 71
OF Official
RECORDS, LOS ANGELES
COUNTY, CAL.

RECORDED AT REQUEST OF
Grantee
Owner
Mortgagee
Mortgagor
Assignee
Lessee
Attorney
Sheriff
Co. Clerk
Vendee

C. S. Logan County Recorder

I certify that I have correctly transcribed this document in above mentioned book.

Copyist, County Recorder's Office, L. A. Co., Cal.

110
3

#96

$1.10

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 1450 BROADWAY, NEW YORK ALWAYS OPEN

B27 NY AMK 30 6EX RELAY

FY WASHINGTON DC NF FEB 22 1921

W GRIFFITHS 1072

729 SEVENTH AVE NEWYORK OR 1476 BWAY NYK

WILL YOU BE ABLE TO COME ON TO A LARGE

DINNER WE ARE GIVING MARCH FOURTH HOPE TO HAVE THE

PLEASURE OF SEEING YOU

EVELYN MCLEAN

1145A

Henry - Elliott

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

BUREAU OF PUBLICITY
OFFICE OF MR. LLOYD

(n.d.) 2/22/21

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mrs. Edard B.

Mrs. Edward B. McLean, McLean House, Washington, D. C.

Was delighted at the prospect of being with you Friday, the Fourth, but now I find that I must be in Washington this Sunday night and Monday regarding censorship matters; and what is a poor working man to do? ~~Will~~ Hope at least to hear your voice Monday but fear the worst to me for ~~Sunday~~ the Friday plans. Best wishes,

D. W. Griffith,

Sunday

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

COPY

Received at 22 Gt Winchester St. London E.C. 2
1921 Feb 22 am 8.43

B 172 NEW YORK 102/ 1/51

GUEDALLA LONDON

CAN YOU USE TITLE UNITED KINGDOM UNITED ARTISTS IF SO PROCEED TO ORGANIZE PRIVATE COMPANY SEVENTY FIVE HUNDRED POUNDS CASH CAPITAL STOCK TO BE OWNED BY UNITED ARTISTS CORPORATION HERE STOP SHALL TRANSFER PAYMENT FOR CAPITAL TO GUARANTY TRUST COMPANY LONDON STOP HAVE YOU PROCURED REMAINING POSITIVE PRINTS FROM GREENHILL STOP APPRECIATE YOUR SENDING OPINION OF HOW TO COPYRIGHT MOTION PICTURES IN GREAT BRITAIN WANT YOU TO TAKE CHARGE OF THAT MATTER FOR OUR CORPORATION stop BELIEVE PRINCIPALS WILL ARRANGE FOR SOME SALVAGE FOR GREENHILL AS GRATUITY ALTHOUGH THEY HAVE BEEN GREATLY DAMAGED BY DELAY AND LOSSES INCIDENTAL TO GREENHILL TRANSACTION

O'BRIEN

L. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

22nd FEB. 1921

O'BRIEN

L 1482 Broadway NEW YORK

CAN ONLY USE TITLE UNITED ARTISTS IF GREENHILL ASSENTS AND DISSOLVES PRESENT COMPANY BUT WE SUGGEST CHEAPER INDUCE GREENHILL SELL SEVEN SHARES THEN YOU CAN ENLARGE GREENHILL'S COMPANY STOP SHALL WE APPROACH GREENHILL STOP WE ADHERE ADVICE OPERATING ENGLISH COMPANY HAD BETTER HAVE DISTINCT TITLE STOP WE PRESSING DELIVERY PRINTS BUT GREENHILL DELAYING UNTIL 28th SAYS WISHES CONSULT FRIENDS AND RECEIVE SOME MESSAGE NEW YORK

GUEDALLA

GUEDALLA, JACOBSON & SPYER
Solicitors

Winchester House
Old Broad Street
London E.C. 2

22nd February, 1921.

Dennis O'Brien Esqre.,
1482 Broadway
NEW YORK

Dear Sir,

UNITED ARTISTS CORPORATION
English Company

We are this morning in receipt of your cable of yesterday's date, as per enclosure, and we are today replying to you as per enclosure.

With regard to the title "United Artists Corporation" we gather from your cable that your clients decidely wish to have same here.

We quite agree that it is of some trading advantage that they should have a Company possessing its name, so as to prevent other Companies of like name being registered here. We thought we had made it very clear to you that if Mr Greenhill objected to a Company of this name being registered, it would be exceedingly difficult to get a Company of similar name registered. It is perfectly true that Mr. Greenhill's contract with the American United Artists Corporation is at an end, but, as we venture to point out, you permitted, and indeed encouraged him last year to register a Company in this country with the title "United Artists Corporation, and we see no provision in the contract between the parties that he is to cease to own the shares of that Company. It is true that he has only issued 7 shares out of 100. We

gather from the end of your cable that you would be willing to repay to him his expenditure in connection with the registering of the Company, and, indeed, that you would be willing to compensate him for some of his losses. We quite appreciate that it is your clients who have really suffered loss by having such protracted negotiations with Mr. Greenhill, but from Mr. Greenhill's standpoint, he is, of course, out of money, but he has never discussed this with Mr. Guedalla. We can, however, quite appreciate what his standpoint must be in such an affair.

He has, of course, only himself to blame for thinking he could carry out a task which is much too big for him. It might not have been too great if the financial market of the world had not so completely collapsed last Autumn.

However, the brief position is that Mr Guedalla has a Company with a title which your clients would like to possess. They cannot register another Company of the same name without Mr. Greenhill's assent. He can, of course, give his assent, in which event the Registrar of Joint Stock Companies would require Mr. Greenhill at once to take steps to wind up his present little concern, only 7 shares of which have ever been issued.

Though it might be more profitable to this firm to prepare further Memorandum and Articles of Association for your clients, we do not think that is so good a proposition for them as to acquire Mr. Greenhill's 7 shares in his own concern. The Memorandum is quite satisfactory, and the share holders hav only to decide what Articles of Association they would like.

Our own view is that if Mr Greenhill is quiescent, you would be well advised to acquire his 7 shares, to call a Meeting

of the 7 shares holders, who would then pass the necessary Resolution, enlarging the capital from £100 to £7500, (the figure on which you have now fixed). Steps could be taken to appoint such Directors as you might indicate to us. In this case, we will bear in mind that there is no objection to all the Directors, for instance, being American. The share holders could adopt a new set of Articles of Association, in which we would make the concern a very strictly private concern;especially as regards transfers of shares. On these kinds of points we should have to have instructions from you how it could be taken into the Articles of Association either to have a Governing Director to be appointed, with full powers or otherwise as you may wish. Very often, in private companies, Governing Directors have all the powers of the Board, even to the extent of being able to remove members of the Board, andappointing other members to that Board.

Foreign Directors, or Directors who could not attend Board Meetings, could be given special powers for the appointment of attorneys,to represent them. Such are usually persons who must be approved by the mbmers of the Board, but, subject, thereto, are removable by their appointors, and look to their appointors for remuneration as attorneys. Of course, they have to manage the affairs of the Company strictly from the Company's standpoint, but, in practice, I should imagine they usually obtain their instructions from their appointors.

We observe that you have set your hear on having the United Artists Corporation, if you can hav it. We think it wise not to take up the matter with Mr Greenhill until you instruct us to do so. We are quite ignorant as to the state of your negotiations with

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

him. He is, as you may know, on occasion a very reticent gentleman, and further Mr. Guedalla wishes in no way to embarass you by going into a matter of this kind until we have your specific instructions, but if you do so instruct us we will be happy to communicate with Mr Greenhill to see if there is any possibility of your getting "United Artists Corporation" over here.

As we pointed out in our letter of the 9th inst. to you, this Company is of no use to Mr Greenhill unless he makes it very clear that he is not dealing in United Artist films. If he began dealing in films, and the films, for instances, were of names like "MARY BICKFORD" or "DOUGLAS BAIRBANKS", and in the films any stories or any feature in any way resembled films screened by your clients, we should not have muchhesitation in saying that Mr Greenhill would render himself liable for a very serious action for damages; but if, on the other hand, the United Artists were to deal in films featureing "ELLEN TERRY" or"MR. J. L. SACKS" or some such character, different from anything which your clients' company is handling, we imagine he would have every right to do on with this business. You might consider it detrimental to the American Company that a Company with a similar name should be handling inferior goods in this country, but this is one of those cases which are very difficult to fight. There are large numbers of cases in which foreing concerns have obtained an injunction. The latest concern to do so was Poiret, the great Dressmaker of Paris, who obtained an Injunction against a Company over here which had deliberately used his name, and Mr. Poiret succeeded in restraining the English concern, although Mr. Cochran, and other people who had given large orders to the English concern,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

went into the Witness Box, and stated they had never been deceived, and in advertising the firm on their programmes had never thought to deceive the English public. Mr. Cochran went so far as to say that under no circumstances would he have been willing to employ the French firm, and would infinitely prefer to employ the English firm, despite the similarity of their names. The suggestion, of course, was that Mr. Cochran was getting dresses very similar to those designed by the great Poiret at a much cheaper rate. We are afraid, therefor, that Mr. Cochran's evidence did not so much impress the Court as in any other circumstances it would have done, as for instance if he had been paying more, instead of less, for the dresses.

The simplest thing to do, as we tried to make clear, is, on decent terms, to get hold of Mr. Greenhill's 7 shares in the United Artists Corporation, and then you can do with them what you like. Even if he did permit you to form another Company with a similar name, the Registrar of Joint Stock Companies would require Mr Greenhill to dissolve the present concern, and at once.

We, ourselves, do think that you should take into further advisement, our suggestion that your client Company should operate in this country by having a Company of quite a distinct name. We should not advise you to have it on record that such a Company exclusively deals in films of your clients' company, although, as your clients' company will, in fact, through its nominees, hold all the shares of the English Company, this can always be the effect of their relationship, one to the other, but our own idea would be to register a Company with the capital selected, say £7500, with quite a distinct name. It would be a private Company, it

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

would have Articles of Association preventing the transfer of shares. You will give us instructions as to whether any one individual could be Governing Director thereof, and generally as to whom you wished to be Directors.

We ourselves would have suggested that it would be very prudent if some 500 shares could be held by some people over here, absolutely as their own. An interest of this kind in the English Company might induce such persons to turn it as much to account as possible. We would suggest that the English Company should handle your company's positives over here on much the same terms, (except for alterations of percentages etc) as we have drawn up in the F.B.O. contract, to which we have already made allusion in our letter of the 9th inst.

The position would be that in the names of nominees, the United Artists Corporation of U.S.A. would hold 7000 out of 7500 shares. By its choice of Directors, it would absolutely dominate the policy of the English Company, but it might be you could either send over some one from America or select some one over here, who could be a clever Manager thereof, and who, on terms, should be allowed to acquire from the Americans some 500 shares, either by paying for same, or being reqarded with same as a bonus. In due course, if he gave satisfaction, and according to his abilities, he could be rewarded both by a fixed salary and by a percentage of profits to be made by the English company. He would then have every inducement to turn the films of the English Company to the greatest possible profit, and in doing so those who held the 7000 shares would participate in the dividends which in due course would be distributable.

The American Company woudl first ofall get 60% of gross receipts (which it stipulates to receive) and it would then, if our ideas were carried out, get 70/75 of the profit distributable by the English Company of the remaining 40% receipts, and it would be in the wisdom of the Americans, who would be controlling the English Company, to decide what percentage of profits, in addition to any fixed remuneration, should go to some able Managing Director of the Company, but we imagine that until they actually got complete confidence in such Managing Directo the American would keep a pretty tight hold over him.

It would, however, be very important to show that the English Company always acts independently. The Americans would be quite entitled, as share holders in the English Company, to come to various resolutions and ecisions, but you will appreciate as a lawyer, that the resolutions and decisions must in that capacity, and not on behalf of, or in the interests of the American Company, It is very easy to keep the two things distinctly apart.

With regard to that part of your cable, received by us today, on the subject of copyright, we shall be happy to do what we can to assist you, and in the meantime we await your instructions. We do not think this is one of those things which people in the film business ought to take up very seriously. In fact, it would be a great thing for the whole of the film business if Mr. D.W. Griffith, Miss Mary Pickford, and Mr. Douglas Fairbanks, with the assistance of Mr Hiram Abrams, would take the lead anyhow. As far as these three Artistes are concerned, we would advise them thoroughly, in all ways, to protect themselves. We think the scheme really turns on an intelligent arrangement for fixing first

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

performances, and dates of release. One should not be in too much hurry in the United States to obtain copyright. It is worth while considering whether one cannot have the prints over in England simultaneously, or even previous to the application for American copyright, in order to get the benefit of the English copyright under the International Convention for all countries, other than the United States.

With regard to the last part of your cablegram, with regard to some gratuity to Mr Greenhill which we presume means a repayment to him out of ~~his~~ part of his forfeited deposit, we assume that we should say nothing to him and that you are dealing with this matter yourself. If, however, we are to do anything in the matter, please instruct us.

We are, dear Sir,

Yours faithfully,

Guedalla, Jacobson & Spyer

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

35NYSY 55 NL

SANFRANCISCO CALIF FEB 23

D W GRIFFTH

GRIFFITH STUDIO MAMARONECK NY

I HOPE YOU WILL APPEAR AT THE CENSORSHIP HEARING IN WASHINGTON ON FEBY TWENTY EIGHTH I AM MAKING TOUR OF FAR WEST FIGHTING CENSORSHIP CONDITIONS ARE VERY SERIOUS AND DISTRICT OF COLUMBIA MAY BE CRUX OF WHOLE MATTER AM SUCCEEDING WONDERFULLY OUT HERE MAY I BE FAVORED WITH A REPLY AT THE STFRANCIS HOTEL SANFRANCISCO

WILLIAM A BRADY

839A

TELEPHONE NO. 1190 op.

Ga

VW

Miss Mae Marsh
Pasadena Calif.

Got reply from United Artists. They will not contract for picture before production is started. If good enough when finished they will consider purchasing. This is the best and only thing they will do. Kindest regards.

D. W. Griffith

Telegram Feb. 23, 1921.

Day letter

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK February 23,1921.

D. W. Griffith,Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sirs:

We have received your checks aggregating $20,000., as part payment account of your "Way Down East" note, leaving a balance due of $174,235.24.

Yours very truly,

Assistant Secretary.

DH.C
Banking

Handled
Mail Dept.
By P. P. S.

200,
25764.76
174220.24 OK

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

February 24th 1921.

Mr. Ludlum,
% Central Union Trust Co. of N.Y.
80 Broadway,
New York City.

Dear Sir:

Pursuant to our conversation over the wire I am sending you herewith certified copy of resolution of the Board of Directors of D.W.GRIFFITH INCORPORATED relative to the dividend which is authorized to be paid in March.

Very truly yours,

AHTB/GD

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK Feb. 24, 1921

A. H. T. Banzhof, Esq.,
2 Rector St.,
N.Y.City

Dear Sir:-

This is to acknowledge receipt of Fractional share certificates of D.W. GRIFFITH, INC., Nos. 1901/2000, inclusive.

Very truly yours,

Vice President

Transfer Dept.
I.

Handled
Mail Dept.
By E. F. S.

Wark

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

February 24th 1921.

Mr. Harry E. Aitken,
1780 Broadway,
New York City.

Dear Mr. Aitken:

Under date of January 21st last I forwarded to you and your brother, Roy, letter in reference to the composition agreement in re Wark Producing Corporation, together with a consent of composition for you signatures. Since then I have received all the consents of the creditors with the exception of yours and your brother's, and since you have, no doubt, overlooked or mislaid these consents I am enclosing herewith duplicate thereof, which please sign and re-mail to me at once in order that this matter may be promptly disposed of.

Thanking you for your attention to this matter, I remain

Very truly yours,

AHTB/GD

BERTRON, GRISCOM & CO., INC.
40 WALL STREET
NEW YORK

LAND TITLE BUILDING
PHILADELPHIA

February 24th, 1921.

Mr. A. H. T. Banzhaf.

~~Central Union Trust Company, Trustee,~~
~~80 Broadway,~~
~~New York City.~~

Gentlemen:-

Referring to our letter of the 23rd, we give you below the addresses of the persons in whose name you are issuing certificates of D. W. Griffith, Incorporated, Class A stock:

Name	Address
Ralph Rankin	519 S.Penn St., Wheeling, W.Va.
Orin Porterfield	3990 Jefferson St., Bellaire, Ohio
Henrietta E. Heil	4350 Noble St., Bellaire, Ohio
M. J. McFadden	1122 Market St., Wheeling, W. Va.
George West	Box 284, McMechen, W. Va.
Alfred Nelson	Chantel Court, Wheeling, W. Va.
W. H. Everett	623 Market St., Wheeling, W. Va.

Very truly yours,

T. J. Hamilton

Asst.Secty. & Asst. Treas.

H/MC

Pls. note above addresses on Stockholders on Sheets of Feb. 23/21

Central Trust Co
N York

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram) Form 16

QQ54NYMV

F NY YK 1240AM 59 NL NL

163 WEST 42ND STREET,
NEW YORK

FR NEWYORK NY FEB 25 1921

D W GRIFFITH

GRIFFITH ENTERPRISES LONGACRE BLDG NYC

ADJOURNED MEETING COMMITTEE OF FIFTEEN WILL BE HELD DELMONICO'S NEXT TUESDAY EVENING MARCH FIRST SEVEN PM REPORT OF FINANCE COMMITTEE ALSO DRAFT OF ANNOUNCEMENT REGARDING ACTION PREVIOUSLY TAKEN TO BE PRESENTED FOR FINAL ACTION CHAIRMAN ZUKOR URGENTLY REQUESTS YOUR PRESENCE AT THIS MEETING AND MATTERS OF UTMOST IMPORTANCE WILL BE CONSIDERED KINDLY PHONE ACCEPTANCE BRYANT SIX SEVEN FOUR THREE.

FREDERICK H ELLIOTT.

Wark

ZALKIN & COHEN
COUNSELORS AT LAW

HARRY ZALKIN
MOSES COHEN
LEWIS H. SAPER
EDWARD REES
NATHAN COPLAN
DAVID M. PALLEY

PHONE 0308 0309 0310 0311 WORTH

49 CHAMBERS STREET
NEW YORK

February 25, 1921.

Mr. Albert H.T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf: Re Wark Producing Corp.

We are enclosing herewith several of the proofs of debt with power of attorney for your personal attention. We do this by reason of your conversation with our Mr. Rees and because of your familiarity with the parties concerned herein.

Will you be kind enough to expedite the execution of these proofs at your earliest opportune time and thanking you in advance, we are,

Very truly yours,

Zalkin & Cohen

ER.SW- Encl.

Mamaroneck, N. Y.
February 25th, 1921.

Mr. Lee Benoist,
New York City.

Dear Mr. Benoist:--

Mr. Epping has called my attention to several payments which need urgent attention. I have requested him to take this matter up with you with a view to ascertaining how much you estimate you will be able to transfer stock to us in the next four weeks. I am very much adverse to making another loan if it can possibly be avoided because of the very ornerous interest rates and bonuses which are demanded in these days.

Sincerely yours,

DWG-W

Mamaroneck, N. Y.
February 25th,
1 9 2 1.

Mr. Samuel Gompers,
American Federation of Labor Bldg.,
Washington, D. C.

Dear Mr. Gompers:--

My thanks are extended, my kind friend, for the dispatch and thoughtfulness with which you answered our message regarding censorship. Already that rugged war-cry has brought favorable results in several places and I am sure it is going to be of great benefit in the many places where the "Thou Shalt Nots" are active and determined almost beyond measure.

You have struck many sound blows in many good fights and we feel this is one of them.

With best wishes and sincere regards,

DWG-W

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, February 25, 1921.

66-171-4

George T. Scherzinger
Assistant Treasurer

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N. Y.

Gentlemen: Attention, Mr. Charles T. Godwin, Auditor.

Receipt is acknowledged of your letter of the 24th, relative to your loan of May 14, 1920.

In this connection, we wish to advise having received under date of February 11 from the United Artists Corporation their check for $5365.60 and check on the Dominion Bank of Toronto, Canada, for $115.50, which was discounted at 11¾% or $13.57. The proceeds of the Canadian check, $101.93, together with check of the United Artists Corporation for $5365.60, were applied in reduction of your time loan to $172,327.88.

We regret the inconvenience caused you by our oversight in not advising you at the time and confirm that your loan now amounts to $164,707.16.

Trusting this will enable you to reconcile your records with ours,

Yours very truly,

G. T. Scherzinger

Assistant Treasurer.

Canada
89105
141.28 x 85
150,292.84

315,000
150292 84
164,707 16
OK

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

U. A. Foreign

IN-RE

February 25th, 1921.

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

Dear Mr. Banzhaf:

Enclosed please find copy of letter received from Guedalla, Jacobson & Spyer.

Very truly yours,

Dennis F. O'Brien

DFO'B:MM

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

Note

Walk Bkey

CITY HALL STA NY
FEB 25
8 00 PM
2
1921

2
CITY HALL
37

D. J. Howdershell, Esq.,
c/o Union National Bank,
Pasadena, Calif.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

February 25, 1921.

Re Wark Producing Corporation

D. J. Howdershell, Esq.,
c/o Union National Bank,
Pasadena, Calif.

Dear Sir:

In response to my letter of January 10th last, I am pleased to advise that I have received consents signed by a majority of the certificate holders both in number and amount to the composition offered as referred to in said letter.

As a further step, in orderto complete this act, it will be necessary for you to sign the within enclosed proof of debt and power of attorney, the former to be signed after the letter "X" and the latter to be signed after the letter "Y", and to be acknowledged before a Notary Public on the first and second pages thereof respectively, said Notary to sign at the places designated by the letters "A" and "B".

I have made the power of attorney to run to Messrs. Harry Zalkin and Moses Cohen, attorneys for petitioning creditors, or to the undersigned, or any or all of whom you may designate.

I would appreciate a prompt return of the enclosed proof of debt and power of attorney duly executed, sworn to and acknowledged as aforesaid.

Thanking you for your kind co-operation in the matter, I remain

Yours very truly,

ALBERT H. T. BANZHAF

Enc.

In the District Court of the United States,

For the Southern District of New York

IN THE MATTER
OF

WARK PRODUCING CORPORATION

Alleged Bankrupt.

Read carefully instructions on other side

At Pasadena in the Southern district of California on the day of, A. D. 1921,

A came Howdershell, D. J., of Pasadena in the County of Los Angeles in said district of California and made oath and says that he is a creditor herein

B a ~~member of the firm of~~ ~~composed~~

C ~~of deponent and~~

D ~~Treasurer of the~~ ~~a corporation~~

E ~~incorporated by and under the laws of the State of~~ ~~and that he is duly authorized to make this proof, and that said corporation is authorized to do and doing business in the City of~~ in the ~~County of~~ ~~and State of~~

that the said WARK PRODUCING CORPORATION

(by or against) whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said creditor in the sum of $508.50

that the consideration of said debt is as follows: Certificate of Indebtedness No.263
Amount due thereon is $250, plus bonus $45., plus interest $13.50, making a total of $508.50 now due by the alleged bankrupt.

a statement of said account is hereto annexed and made part hereof; that no part of said debt has been paid, and that there are no set-offs or counter claims against said sum, upon which indebtedness no note has been received and no judgment has been rendered thereon, and this deponent has not, nor has said creditor nor has any person by his or order, or to this deponent's knowledge or belief, for his or use, had or received any manner of security for said debt whatever.

Subscribed and sworn to before me this

day of , A. D., 1921

x

a

Notary Public

To ~~WILLIAM BLAU, or~~ HARRY ZALKIN, or MOSES COHEN, or ALBERT H. T. BANZHAF

The undersigned of the City of in the County of Los Angels and State of California a creditor of the above named bankrupt does hereby authorize you and each of you to attend the meeting or meetings of creditors of the bankrupt advertised or directed to be held at a court of bankruptcy or at such other place and time as may be appointed by the Court for holding such meeting or meetings. or any adjournment or adjournments thereof that may be held and then and there from time to time and as often as there may be occasion, for said creditor and in said creditor's name, to vote for or against any proposal or resolution that may be then submitted under the act to establish a uniform system of bankruptcy throughout the United States, approved July 1st, 1898, and in the choice of trustee or trustees of the estate of said bankrupt and to accept such appointment of trustees and with like powers to attend and vote at any meeting or meetings of creditors or sitting or sittings of the Court which may be held therein for any of the purposes aforesaid; also to accept any composition proposed by said bankrupt in satisfaction of said creditor's debt, and receive payment of dividends and money due said creditor under any composition or for the declaration of dividend or for any other purpose in said creditor's interest whatsoever.

WITNESS the hand and seal of said creditor the day of 1921.

In presence of

Y (L. S.)

(OVER)

For Individual or Partnership

Southern DISTRICT OF California } ss:
COUNTY OF Los Angeles

Be it known that on the ..... day of 191 21
before me came D. J. HOWDERSHELL
to me known and known to me to be the individual described in and who executed the foregoing instrument and duly acknowledged to me that he executed the same.

B .....

Notary Public

For Corporation

DISTRICT OF } ss:
COUNTY OF

Be it known that on the ..... day of 191
before me came ..... to me personally known, who being by me duly sworn, did depose and say: that he is .....
of ..... the corporation described in and which executed the foregoing instrument; that deponent knows the corporate seal of the said corporation; that the seal attached to the foregoing instrument is such corporate seal and deponent affixed same to said instrument by order of the Board of Directors of said corporation and signed his name thereto by like order.

.....

Notary Public

No 28911

U. S. District Court.

IN THE MATTER
OF

WARK PRODUCING CORPORATION

Alleged Bankrupt.

PROOF OF DEBT
AND
POWER OF ATTORNEY

of D. J. HOWDERSHELL

508.50
$

BLAU, ZALKIN & COHEN
ATTORNEYS FOR CREDITOR
170 BROADWAY
NEW YORK

NEW ADDRESS
61 CHAMBERS ST.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

NOTE THESE INSTRUCTIONS CAREFULLY

IF INDIVIDUAL—Fill in full name on line A, and sign full name on lines X and Y.
IF CO-PARTNERSHIP—Fill in the full name of the member of the firm who will sign the proof on line A, insert the name of the firm on line B, the full names of the other member or members composing the firm on line C, sign his individual full name on line X, and the firm name per himself on line Y.
IF CORPORATION—Fill in full name of treasurer on line A. The name of the corporation on line D. State under whose laws incorporated, on line E. The treasurer should sign his own full individual name on line X, and the name of the corporation per himself as treasurer on line Y, and AFFIX THE SEAL OF THE CORPORATION.
Have the signatures sworn to (on both sides), before a Notary Public, Commissioner of Deeds, Justice of the Peace, or any other official authorized to administer oaths.
ALWAYS ATTACH DUPLICATE BILLS AND ITEMIZED STATEMENT OF ACCOUNT.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

February 25, 1921.

D.W.G. Corporation,
2 Rector Street,
New York City.

Re: Wark Producing Corporation

Dear Sirs:

In response to my letter of January 10th last, I am pleased to advise that I have received consents signed by a majority of the certificate holders both in number and amount to the composition offered as referred to in said letter.

As a further step in order to complete this act, it will be necessary for you to sign the within enclosed proof of debt and power of attorney, the former to be signed after the letter "X" and the latter to be signed after the letter "Y", and to be acknowledged before a Notary Public on the first and second pages thereof respectively, said Notary to sign at the places designated by the letters "A" and "B".

I have made the power of attorney to run to Messrs. Harry Zalkin and Moses Cohen, attorneys for petitioning creditors, or to the undersigned, any or all of whom you may designate.

I would appreciate a prompt return of the enclosed proof of debt and power of attorney duly executed, sworn to and acknowledged as aforesaid.

Thanking you for your kind co-operation in this matter, I remain,

Very truly yours,

ALBERT H. T. BANZHAF

Enc.

The undersigned creditors does hereby waive deposit of the 25 per cent cash and notes ~~on the claim of~~

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

In the District Court of the United States,

For the Southern District of New York

IN THE MATTER
OF

WARK PRODUCING CORPORATION

Alleged Bankrupt.

Read carefully instructions on other side

At City of New York, in the Southern district of New York, on the day of , A. D. 1921,

A came of City of New York, in the County of New York, in said district of New York, and made oath and says that he is ~~a creditor herein~~

B ~~a member of the firm of~~ composed

C ~~of deponent and~~

D Treasurer of the D. W. G. CORPORATION a corporation

E incorporated by and under the laws of the State of New York, and that he is duly authorized to make this proof, and that said corporation is authorized to do and doing business in the City of New York, in the County of New York and State of New York that the said WARK PRODUCING CORPORATION (by or against) whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said creditor in the sum of $ 17,797.50 that the consideration of said debt is as follows: Certificates of indebtedness No.153 to 187 inclusive. Amount due thereon is $15,750, plus bonus $1575, plus interest $472.50, making total of $17,797.50 now due by alleged bankrupt.

a statement of said account is hereto annexed and made part hereof; that no part of said debt has been paid, and that there are no set-offs or counter claims against said sum, upon which indebtedness no note has been received and no judgment has been rendered thereon, and this deponent has not, nor has said creditor nor has any person by his or order, or to this deponent's knowledge or belief, for his or use, had or received any manner of security for said debt whatever.

Subscribed and sworn to before me this 28th day of February, A. D., 1921

x Treasurer

Notary Public, Kings County N. Y.
Clerk's No. 189, Register's No. 2077
Certificate filed New York Co. No. 191
New York County Register's No. 1268
Commission expires March 30, 1921

Gertrude Dennean

Notary Public

To ~~WILLIAM BLAU,~~ or HARRY ZALKIN, or MOSES COHEN, or ALBERT H. T. BANZHAF

The undersigned of the City of New York, in the County of New York, and State of New York, a creditor of the above named bankrupt does hereby authorize you and each of you to attend the meeting or meetings of creditors of the bankrupt advertised or directed to be held at a court of bankruptcy or at such other place and time as may be appointed by the Court for holding such meeting or meetings, or any adjournment or adjournments thereof that may be held and then and there from time to time and as often as there may be occasion, for said creditor and in said creditor's name, to vote for or against any proposal or resolution that may be then submitted under the act to establish a uniform system of bankruptcy throughout the United States, approved July 1st, 1898, and in the choice of trustee or trustees of the estate of said bankrupt and to accept such appointment of trustees and with like powers to attend and vote at any meeting or meetings of creditors or sitting or sittings of the Court which may be held therein for any of the purposes aforesaid; also to accept any composition proposed by said bankrupt in satisfaction of said creditor's debt, and receive payment of dividends and money due said creditor under any composition or for the declaration of dividend or for any other purpose in said creditor's interest whatsoever.

WITNESS the hand and seal of said creditor the 28th day of February 1921

In presence of

Gertrude Dennean

D. W. G. CORPORATION,

Y (L. S.)

Treasurer

(OVER)

For Individual or Partnership

DISTRICT OF
COUNTY OF } ss:

Be it known that on the.....day of.....191

before me came.....

to me known and known to me to be the individual described in and who executed the foregoing instrument and duly acknowledged to me that he executed the same.

.....

Notary Public

For Corporation

Southern DISTRICT OF New York
COUNTY OF New York } ss:

Be it known that on the.....day of.....1921

before me came J. C. Epping, Treasurer, to me personally known, who being by me duly sworn, did depose and say: that he is Treasurer of D. W. G. CORPORATION the corporation described in and which executed the foregoing instrument; that deponent knows the corporate seal of the said corporation; that the seal attached to the foregoing instrument is such corporate seal and deponent affixed same to said instrument by order of the Board of Directors of said corporation and signed his name thereto by like order.

B. Gertrude Wenneen

Notary Public

Notary Public
Clerk's No. 117, Register's No. 1077
Certificate filed New York Co. No. 191
New York County Register's No. 1268
Commission expires March 30, 1921

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

NOTE THESE INSTRUCTIONS CAREFULLY

IF INDIVIDUAL—Fill in full name on line A, and sign full name on lines X and Y.
IF CO-PARTNERSHIP—Fill in the full name of the member of the firm who will sign the proof on line A, insert the name of the firm on line B, the full names of the other member or members composing the firm on line C, sign his individual full name on line X, and the firm name per himself on line Y.
IF CORPORATION—Fill in full name of treasurer on line A. The name of the corporation on line D. State under whose laws incorporated, on line E. The treasurer should sign his own full individual name on line X, and the name of the corporation per himself as treasurer on line Y, and AFFIX THE SEAL OF THE CORPORATION.
Have the signatures sworn to (on both sides), before a Notary Public, Commissioner of Deeds, Justice of the Peace, or any other official authorized to administer oaths.
ALWAYS ATTACH DUPLICATE BILLS AND ITEMIZED STATEMENT OF ACCOUNT.

No. 28911

U. S. District Court.

IN THE MATTER
OF

WARK PRODUCING CORPORATION

Bankrupt.

PROOF OF DEBT
AND
POWER OF ATTORNEY

D. W. G. CORPORATION
of

$17,797.50

ZALKIN & COHEN
ATTORNEYS FOR CREDITOR
170 BROADWAY
NEW YORK
NEW ADDRESS
61 CHAMBERS ST.
PHONE 608-309 310 311 WORTH

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - - - -

In the Matter

-of-

WARK PRODUCING CORPORATION,

Alleged Bankrupt.

- - - - - - - - - - - - - - - - - - - -

Copy

PETITION and ORDER

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JOHN G. PEMBLETON
Attorney for Alleged
Bankrupt,
P. O. Address,
2 Rector Street,
New York City

Wark

Fol. 1

At a Stated Term of the United States District Courtfor the Southern District of New York, held at the Court Rooms thereof, in the Post-Office Building, in the Borough of Manhattan, City of New York, on the day of February, 1921.

Present,

HON.

Judge.

- -x

In the Matter

-of-

In Bankruptcy
No. 38911

WARK PRODUCING CORPORATION,
Alleged Bankrupt.

2

- -x

Upon reading and filing the annexed petition of Wark Producing Corporation, the alleged bankrupt herein, and upon the schedules in bankruptcy filed herein, and upon all the proceedings had herein, it is,

On motion of JOHN G. PEMBLETON, attorney for petitioner,

O R D E R E D , that the adjudication in bankruptcy prayed for herein be and the same is hereby stayed until the further order of this Court; and it is further

3

O R D E R E D , that , one of the referee in bankruptcy herein, be and he hereby is appointed special master to call a meeting of creditors to consider a composition to be offered by the above-named alleged bankrupt.

.....

U. S. D. J.

ER:P

Fol 1 UNITED STATES DISTRICT COURT,

Southern District of New York.

- -x

In the Matter

-of-

In Bankruptcy
No. 28911

WARK PRODUCING CORPORATION,
Alleged Bankrupt.

- -x

TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK:

The petition of the undersigned respectfully shows:

2 That it is the alleged bankrupt herein, and that a petition in involuntary bankruptcy was filed against it on the 3rd day of January, 1921.

That since the filing of the said petition, your petitioner interviewed a number of its creditors with reference to a settlement of their respective claims and obtained the written consent of a large number of its creditors to a settlement herein, and your petitioner
3 verily believes that it will be able to secure the consent of a majority of creditors both in amount and number to the said settlement.

That your petitioner is about to offer terms of composition to its creditors under Section 12-A of the Bankruptcy Act, and therefore asks that adjudication be stayed and that a Special Master be appointed with the authority to call a meeting to consider the said offer of composition.

4 That simultaneously with the submission of the annexed order, your petitioner will file with this Court schedules of its assets and liabilities as required under the Act.

WHEREFORE, your petitioner prays for the annexed order.

Dated, N. Y., February 1921.

5 WARK PRODUCING CORPORATION

By .....

Treasurer.

STATE OF NEW YORK,)
: ss.
City and County of New York)

J. C. EPPING, being duly sworn, says that he is treasurer of WARK PRODUCING CORPORATION, the petitioner in the within proceeding; that he has read the foregoing
6 petition and knows the contents thereof; that the same is true of his own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters he believes it to be true.

SWORN TO BEFORE ME, this)
day of Feb. 1921.) .....

.....

Fol. 1

At a Stated Term of the United States District Court for the Southern District of New York, held at the Court Rooms thereof, in the Post-Office Building, in the Borough of Manhattan, City of New York, on the day of February, 1921.

Present,

HON.

Judge.

- -x

In the Matter

-of-

In Bankruptcy
No. 28911

WARK PRODUCING CORPORATION,
2 Alleged Bankrupt.

- -x

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U. S. D. J.

ER:P

Fol.1

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Present,

HON.

Judge.

- X

In the Matter

-of-

WARK PRODUCING CORPORATION,
Alleged Bankrupt.

In Bankruptcy
No.28911

2

- X

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.....
U. S. D. J.

ER:P

Fol 1

UNITED STATES DISTRICT COURT,

Southern District of New York.

- -x

In the Matter

-of-

In Bankruptcy
No. 28911

WARK PRODUCING CORPORATION,
Alleged Bankrupt.

- -x

TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK:

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That since the filing of the said petition, your petitioner interviewed a number of its creditors with reference to a settlement of their respective claims and obtained the written consent of a large number of its creditors to a settlement herein, and your petitioner
3 verily believes that it will be able to secure the consent of a majority of creditors both in amount and number to the said settlement.

That your petitioner is about to offer terms of composition to its creditors under Section 12-A of the Bankruptcy Act, and therefore asks that adjudication be stayed and that a Special Master be appointed with the authority to call a meeting to consider the said offer of composition.

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WHEREFORE, your petitioner prays for the annexed order.

Dated, N. Y., February 1921.

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By .....

Treasurer.

STATE OF NEW YORK,)
: ss.
City and County of New York)

J. C. EPPING, being duly sworn, says that he is treasurer of WARK PRODUCING CORPORATION, the petitioner in the within proceeding; that he has read the foregoing
6 petition and knows the contents thereof; that the same is true of his own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters he believes it to be true.

SWORN TO BEFORE ME, this)
day of Feb. 1921.) .....

.....

MAGGABEB BOND

L. Sonnenberg Co., Stationers and Printers
301 Broadway, New York

Statement of all Debts of Bankrupt.

SCHEDULE A. (1) No.....

Statement of all creditors who are to be paid in full or to whom priority is secured by law.

CLAIMS WHICH HAVE PRIORITY		AMOUNT $	cts.
1. Taxes and Debts due and owing the United States.	None		
2. Taxes due and owing to the State of or to any County, District or Municipality thereof.	None		
3. Wages due workmen, Clerks or Servants, to an amount not exceeding $300 each, earned within three months before filing the petition.	None		
4. Other debts having priority by law.	None		
	TOTAL		

Insert in all cases, ledger page, names of creditors and their residence, if known, or unknown, so state, when and where debt was contracted; nature and consideration of the Debt, and whether contracted as partner or joint contractor, and, if so, with whom.

This Schedule must be executed in triplicate.

WARK PRODUCING CORPORATION,
Petitioner.
Treas.

L. Sonnenberg & Co., Stationers and Printers
301 Broadway, New York

SCHEDULE A. (2) No.....

CREDITORS HOLDING SECURITIES

(N. B.—Particulars of Securities held, with dates of same, and when they were given, to be stated under the names of the several Creditors, and also particulars concerning each Debt, as required by the Acts of Congress relating to Bankruptcy, whether contracted as partner or joint-contractor with any other person; and if so, with whom.)

	VALUE of SECURITIES		AMOUNT of DEBTS.	
	$	cts.	$	cts.
None				
TOTAL				

Insert in all cases, ledger page, names of creditors and their residence if known, if unknown, so state; also full description of securities, when and where debts were contracted.

This Schedule must be executed in triplicate.

WARK PRODUCING CORPORATION,

Pres. Petitioner.

L. Sonnenberg & Co., Stationers and Printers
301 Broadway, New York

SCHEDULE A. (3) No. 1

CREDITORS WHOSE CLAIMS ARE UNSECURED

(N. B.—When the name and residence (or either) of any Drawer, Maker, Endorser or Holder of any Bill, or Note, etc. are unknown, the facts must be stated; and also the name and residence of the last Holder known to the Debtor. The Debt, due to each Creditor must be stated in full, and any claim by way of Set-off stated in the Schedule of Property.)

	Certificate	Amt.	10% bonus	Int.	AMOUNT $	cts.
H. E. Aitken, 1780 Broadway, N.Y.C.	233 to 248	$ 7200.	$ 720.	$ 216.00	8136	00
R. E. Aitken, 1780 Broadway, N.Y.C.	145 to 152	3600.	360.	108.00	4068	00
Wm. B. Anderson, 74 Broadway, N.Y.C.	224	450.	45.	13.50	508.	50
E. J. Banzhaf, 2 Rector St., N.Y.C.	188 to 197	4500.	450.	135.00	5085	00
J. A. Barry, 690 Magnolia Ave., Pasadena, Cal.	294 to 298	2250.	225.	67.50	2542	50
Benj. Block, 74 Broadway, N.Y.C.	232,228,229	1350.	135.	40.50	1525	50
Hugo Blumenthal, 5 Nassau St., N.Y.C.	39 to 48	4500.	450.	135.00	5085	00
Robert S. Clark, 149 Broadway, N.Y.C.	81 to 90	4500.	450.	135.00	5085	00
Stephen C. Clark, 149 Broadway, N.Y.C.	91 to 100	4500.	450.	135.00	5085	00
Charles S. Clausen, 120 Broadway, N.Y.C.	252	450.	45.	13.50	508.	50
D.W.G. Corporation, 2 Rector St., N.Y.C.	153 to 187	15750.	1575.	472.50	17797	50
W. B. Day, 149 Broadway, N.Y.C.	101	450.	45.	13.50	508	50
A.K. Detwiler, 1312 Baker-Detwiler Bldg., Los Angeles Cal.	266 to 269	1800.	180.	54.00	2034	00
George Ehret, Jr., 3 E. 93rd St., N.Y.C.	225 to 227	1350.	135.	40.50	1525	50
Arthur Fairchild, 8 E. 13th St., N.Y.C.	223	450.	45.	13.50	508	50 650
C. W. Gates, 500 Columbia St., Pasadena, Cal.	284 to 288	2250.	225.	67.50	2542	50
Lillian D. Gish, Hotel Savoy, N.Y.C.	275 to 277	1350.	135.	40.50	1525	50
Simon Goldstein,-Wm.H. Moore, Jr. Trustee, 704 Higgins Bldg., Los Angeles, Cal.	127,128	900.	90.	27.00	1017	00
Goldstein Co.-Wm. H. Moore, Jr. Trustee, 704 Higgins Bldg., 2nd & Main Sts., Los Angeles, Cal.	126,129 to 141	6300.	630.	189.00	7119	00
Mrs. T.J. Goodsell, Goodsell Mfg. Co., Toledo, Ohio.	264	450.	45.	13.50	508	50
T.J. Goodsell, Goodsell Mfg. Co., Toledo, Ohio	265	450.	45.	13.50	508	50
John R. Hall, 5 Nassau St., N.Y.C.	22 to 25	1800.	180.	54.00	2034.	00
Norman Hall, 5 Nassau St., N.Y.C.	106 to 109, 21, 31 to 38	5850.	585.	175.50	6610	50
L.J. Hampton, R. 219, Citizens Savings Bank Bldg. Pasadena, Cal.	253 to 262	4500.	450.	135.00	5085	00

Insert in all cases, ledger page, names of creditors and their residence if known or unknown, so state, when and where debt was contracted; nature and consideration of the Debt, and whether any Judgment, Bond Bill of Exchange, Promissory Note, &c. and whether contracted as partner or joint contractor, or with any other person; and if so, with whom.

This Schedule must be executed in triplicate.

TOTAL $ 86953.50

WARK PRODUCING CORPORATION,
Petitioner.
Treas.

L. Sonnenberg & Co., Stationers and Printers
301 Broadway, New York

SCHEDULE A. (3 cont.) No. 2

CREDITORS WHOSE CLAIMS ARE UNSECURED

(N. B.—When the name and residence (or either) of any Drawer, Maker, Endorser or Holder of any Bill, or Note, etc. are unknown, the facts must be stated; and also the name and residence of the last Holder known to the Debtor. The Debt, due to each Creditor must be stated in full, and any claim by way of Set-off stated in the Schedule of Property.)

	Certificate	Amt.	10% Bonus	Int.	AMOUNT $	cts.
					$6953	50
A. J. Hosking, % Star News, Pasadena, Cal.	300	450.	45.	13.50	508	50
D.T. Johnston, 233 Broadway, N.Y.C.	102 to 105	1800.	180.	54.00	2034	00
Knauth-Nachod & Kuhne, 120 Broadway, N.Y.C.	11 to 20	4500.	450.	135.00	5085	00
H.H. Lehman, % Union Natl. Bank, Pasadena, Cal.	249	450.	45.	13.50	508	50
Herbert T. Mainzer, 105 W. 40th St., N.Y.C.	59, 60	900.	90.	27.00	1017	00
Robert H. Mainzer, 5 Nassau St., N.Y.C.	61 to 70, 1 to 10	9000.	900.	270.00	10170	00
Mae W. Marsh, Box 84-R.F.D. 13, Flintridge, Los Angeles, Cal.	278, 279	900.	90.	27.00	1017	00
H.S. Mowat, % Union Natl. Bank, Pasadena, Cal.	250	450.	45.	13.50	508	50
C.R. Oldershaw, 535 Jackson St., Pasadena, Cal.	270 to 274	2250.	225.	67.50	2542	50
Emil Oppenheimer, % Rothfeld Stern & Co., 221 Fourth Ave., N.Y.C.	123	450.	45.	13.50	508	50
F. E. Ostwalt, Fifth Ave. Bank, N.Y.C.	26 to 30	2250.	225.	67.50	2542	50
J.G. Pattee, % Don Lee Garage, Pasadena, Cal.	283	450.	45.	13.50	508	50
Chas. H. Prisk, % L.B. Press, Long Beach, Cal.	299	450.	45.	13.50	508	50
Henry W. Putman, 108 Chambers St., N.Y.C.	49 to 58	4500.	450.	135.00	5085	00
Oscar L. Richard, 31 Broadway, N.Y.C.	71 to 80	4500.	450.	135.00	5085	00
Vera V.B. Richard, % H.C. Richard, 376 Grand St., N.Y.C.	142 to 144	1350.	135.	40.50	1525	50
W.D. Rosenberger, 48 So. Fair Oaks Ave., Pasadena, Cal.	289 to 293	2250.	225.	67.50	2542	50
Louis Seligsberg, 11 Broadway, N.Y.C.	122	450.	45.	13.50	508	50
Walter N. Seligsberg, 43 Cedar St., N.Y.C.	121	450.	45.	13.50	508	50
T. Stackpole, % The May Co., Cleveland, Ohio	251	450.	45.	13.50	508	50
Percy Stewart, 52 William St., N.Y.C.	230, 231	900.	90.	27.00	1017	00
Albert Stern, 40 Exchange Place, N.Y.C.	111 to 120	4500.	450.	135.00	5085	00
C. E. Sterritt, Titusville, Pa.	124, 125	900.	90.	27.00	1017	00
S. H. Tallman, % Central Trust Co., 54 Wall St., N.Y.C.	198 to 222	11250.	1125.	337.50	12712	50
T.J. Tomlins, % Moore, Leonard & Lynch, 111 Broadway, N.Y.C.	110	450.	45.	13.50	508	50

Insert in all cases, ledger page, names of creditors and their residence if known or unknown, so state, when and where debt was contracted; nature and consideration of the Debt, and whether any Judgment, Bond Bill of Exchange, Promissory Note, &c. and whether contracted as partner or joint contractor, or with any other person; and if so, with whom.

This Schedule must be executed in triplicate.

TOTAL $150516.00

WARK PRODUCING CORPORATION,
Petitioner.

Treas.

L. Sonnenberg & Co., Stationers and Printers
301 Broadway, New York

SCHEDULE A. (3 cont.) No. 3

CREDITORS WHOSE CLAIMS ARE UNSECURED

(N. B.—When the name and residence (or either) of any Drawer, Maker, Endorser or Holder of any Bill, or Note, etc. are unknown, the facts must be stated; and also the name and residence of the last Holder known to the Debtor. The Debt, due to each Creditor must be stated in full, and any claim by way of Set-off stated in the Schedule of Property.)

	Certificate	Amt.	10% Bonus	Int.	AMOUNT $	cts.
					150516	00
Maude Winpenny, 646 So. Spring St., Los Angeles, Cal.	280 to 282	1350.	135.	40.50	1525	50
Howdershell, D. J. & Wm. Van Niven, % Union National Bank, Pasadena, Cal.	263	450.	45.	13.50	508	50
D. W. Griffith Inc., 1476 Broadway, N.Y.C.	Moneys paid out for salaries and incidental expenses for 1920.....				975	98
(D.W.G. Corp.	2 Rector St., N.Y.C.				60250	00
(D.W. Griffith	1476 Broadway, N.Y.C.				84334	62
(Albert H.T. Banzhaf	2 Rector St., N.Y.C.				800	00

These three claims by written agreement were subordinated and are not to participate in the distribution of this estate until all other creditors are paid in full.

TOTAL $298910.60

Insert in all cases, ledger page, names of creditors and their residence if known or unknown, so state, when and where debt was contracted; nature and consideration of the Debt, and whether any Judgment, Bond Bill of Exchange, Promissory Note, &c. and whether contracted as partner or joint contractor, or with any other person; and if so, with whom.

This Schedule must be executed in triplicate.

WARK PRODUCING CORPORATION

William B. Petitioner.

Treas.

L. Sonnenberg & Co., Stationers and Printers
301 Broadway, New York

SCHEDULE A. (4) No.....

LIABILITIES ON NOTES OR BILLS DISCOUNTED, WHICH OUGHT TO BE PAID BY THE DRAWERS, MAKERS, ACCEPTORS OR ENDORSERS

(N. B.—The dates of the Notes or Bills, and when due, with the Names, Residences, and the Business or Occupation of the Drawers, Makers or Acceptors thereof are to be set forth under the Names of the holders. If the Names of the Holders are not known, the Name of the last Holder known to the Debtor shall be stated and his business and place of residence. The same particulars as to Notes or Bills on which the Debtor is liable as Endorser.)

	AMOUNT $	cts.
None		
TOTAL.....		

Insert in all cases, ledger page, names of holders as far as known, if unknown, so state; their residence, if known, if unknown so state; place where debt was contracted; nature of liability, whether same was contracted as partner or joint contractor, or with any other person; and if so, with whom, **This Schedule must be executed in triplicate.**

WARK PRODUCING CORPORATION.

.....Petitioner.

Treas.

L. Sonnenberg Co., Stationers and Printers
301 Broadway, New York

SCHEDULE A. (5) No.....

ACCOMMODATION PAPER.

(N . B.—The Dates of the Notes or Bills, and when due, with the Names and Residences of the Drawers, Makers or Acceptors thereof, are to be set forth under the Names of the holders; if the bankrupt be liable as Drawer, Maker, Acceptor or Endorser thereof, it is to be stated accordingly. If the names of the Holders are not known, the Name of the last Holder known to the Debtor should be stated, with his residence. The same particulars as to other commercial paper.)

	AMOUNT $ cts.
None	
TOTAL	

Insert in all cases, ledger page, names of holders, residence, if known, if unknown, so state; names of and residence of persons accommodated; place where contracted; whether liability was contracted as partner or joint contractor, or with any other person, and if so with whom.

WARK PRODUCING CORPORATION
Pres. Petitioner.

This Schedule must be executed in triplicate. (N. B.—Oath as prescribed to Schedule A, to be annexed to this sheet.)

L. Sonnenberg & Co., Stationers and Printers
301 Broadway, New York

N. B.—The following form of Oath to Schedule A of the Petition by Debtor is prescribed and is to be annexed to the same.

OATH TO SCHEDULE A.

United States of America
Southern District of New York } ss.

On this 17th day of February, A. D. 19 21

before me personally came J. C. EPPING, Treasurer of WARK PRODUCING CORPORATION,
the person mentioned in and who subscribed to the foregoing Schedule, and who being by me first duly sworn did declare the said Schedule to be a statement of all his debts, in accordance with the Acts of Congress relating to Bankruptcy.

Subscribed and sworn to before me this 17th day of February, A. D. 19 21.

Gertrude Wenneen
Notary Public, Kings County N. Y.
Clerk's No. 189, Register's No. 1077
Certificate filed New York Co. No. 19
New York County Register's No. 12
Commission expires March 30, 1921
(Official Character.)

This oath may be administered by officers authorized to administer oaths in proceedings before Courts in the United States or under the laws of the State where the same are to be taken; and diplomatic or consular officers of the United States in any foreign country.

To be attached to Schedule A, after execution before proper officer.

Petitioner's Attorney cannot act as notary.

L. Sonnenberg & Co., Stationers and Printers
301 Broadway, New York

SCHEDULE B. (1) No.....

Statement of all Property of Bankrupt.

REAL ESTATE

	ESTIMATED VALUE. $	cts.
None		
TOTAL.....		

Insert in all cases, location and description of all real estate owned by debtor or held by him; incumbrances thereon, if any, and dates thereof; statement of particulars relating thereto.

This Schedule must be executed in triplicate.

WARK PRODUCING CORPORATION,
.....Petitioner.
Treas.

L. Sonnenberg & Co., Stationers and Printers
301 Broadway, New York

SCHEDULE B. (2) No.....

PERSONAL PROPERTY

		AMOUNT $	cts.
A. Cash on hand.	None		
B. Bills of exchange, Promissory notes or securities of any description (each to be set out separately.)	None		
C. Stock in trade in .....business of ..... at .... of the value of	Valuation of the assets of the corporation including films, pictures, prints, etc.....	65000	00
D. Household goods and furniture, household stores, wearing apparel and ornaments of the person, viz:	None		
E. Books, prints and pictures, viz:	None		
F. Horses, cows, sheep and other animals with number of each, viz:	None		
G. Carriages and other vehicles, viz:	None		
H. Farming stock and implements of husbandry, viz:	None		
I. Shipping and shares in vessels, viz:	None		
K. Machinery, fixtures, apparatus and tools used in business, with the place where each is situated, viz:	None		
L. Patents, copyright and trademarks, viz:	Copyright of motion picture play "Intolerance"	Value unknown	
M. Goods or personal property of any other description with the place where each is situated, viz:	Positive prints in use in motion picture houses in various Cities, included in Section C of this Schedule.		
	TOTAL	$ 65000.00	

WARK PRODUCING CORPORATION,

.....Petitioner.

Treas.

This Schedule must be executed in triplicate.

L. Sonnenberg & Co., Stationers and Printers
301 Broadway, New York

SCHEDULE B. (3) No.....

CHOSES IN ACTION.

			AMOUNT $	cts.
A. Debts due Petitioner on open account.	D.W. Griffith, Inc.	Mamaroneck, N.Y.	2200	00
	A.H.T. Banzhaf	2 Rector St., N.Y.C.	1100	00
	D.W.G. Corp.	2 Rector St., N.Y.C.	3850	00
	J. C. Epping % D.W. Griffith,	1476 Broadway, N.Y.C.	30	14
	D.W. Griffith, Inc.	Mamaroneck, N.Y.	8	99
	D.W.G. Corp.	2 Rector St., N.Y.C.	608	25
	A. L. Grey	1476 Broadway, N.Y.C.	2800	00
	Mr. Buckley	" " "	100	00
	O. Mayhood	1476 Broadway, N.Y.C.	200	00
	E. M. Draper	1476 Broadway, N.Y.C.	30	00
	Unity Photoplays Co.	207 Wabash Av. Chicago Ill -Note due Jan. 20, 1921....	1500	00
	S. Zambrino,	Chicago, Ill.		
	Unity Photoplays Co.	207 Wabash Ave., Chicago, Ill -Note due Feb. 20, 1921....	1500	00
	S. Zambrino,	Chicago, Ill.		
B. Stock in incorporated Companies, Interest in Joint Stock Companies, and Negotiable Bonds.	None			
C. Policies of insurance.	None			
D. Unliquidated Claims of every nature with their estimated value.	None			
E. Deposits of Money in banking institution and elsewhere.	Guaranty Trust Co., 140 Broadway, N.Y.C.....		43052	61
	Central Union Trust Co., 42nd St. & Broadway, N.Y.C.....		3963	80

TOTAL $ 60943.79

WARK PRODUCING CORPORATION,
Petitioner.
Treas.

This Schedule must be executed in triplicate.

L. Sonnenberg & Co., Stationers and Printers
301 Broadway, New York

SCHEDULE B. (4) No.

Property in Reversion, Remainder or Expectancy, including Property held in Trust for the debtor, or subject to, any Power or Right to Dispose of, or to Charge.

(N.B.—A particular description of each interest must be entered. If all or any of the Debtor's Property has been conveyed by Deed or Assignment, or otherwise for the benefit of Creditors, the date of such Deed should be stated, the name and address of the person to whom the property was conveyed, the amount realized from the proceeds thereof, and the disposal of the same, as far as known to the Debtor.)

GENERAL INTEREST	PARTICULAR DESCRIPTION	SUPPOSED VALUE OF MY INTEREST $	cts.
Interest in Land.	None		
Personal Property.	None		
Property in Money, Stocks, Shares, Bonds, Annuities, etc.	None		
Rights and Powers, Legacies and Bequests	None		
	TOTAL,		
PROPERTY HERETOFORE CONVEYED FOR BENEFIT OF CREDITORS What portion of Debtor's property has been conveyed by Deed or Assignment, or otherwise for benefit of Creditors; date of such Deed, name and address of party to whom conveyed amount realized therefrom, and disposal of same, so far as known to the Debtor.	None	Amount Realized from Proceeds of Property Conveyed $	cts.
What sum or sums have been paid to Counsel, and to whom, for service rendered or to be rendered in this Bankruptcy.	None		
	TOTAL,		

WARR PRODUCING CORPORATION,
Petitioner.
Treas.

This Schedule must be executed in triplicate.

L. Sonnenberg & Co., Stationers and Printers
301 Broadway, New York

SCHEDULE B. (5) No.....

A Particular Statement of the property claimed as expected from the operation of the Acts of Congress relating in Bankruptcy, giving each item of property and its valuation; and if any portion of it is Real Estate, its location, description and present use.

		VALUATION $	cts.
Military, Uniform, arms and equipment.	None		
Property claimed to be exempted by State laws; its valuation; whether real or personal; its descriptions, and present use; and reference given to the Statute of the state creating the exemption.	None		
	TOTAL		

WARK PRODUCING CORPORATION,
.....Petitioner.
Treas.

This Schedule must be executed in triplicate.

L. Sonnenberg & Co., Stationers and Printers,
301 Broadway, New York

SCHEDULE B. (6) No.....

Books, Papers, Deeds and Writings Relating to Bankrupt's Business and Estate.

The Following is a True List of all Books, Papers, Deeds and Writings relating to my Trade, Business, Dealings, Estate and Effects, or any part thereof, which at the date of this Petition are in my possession or under my custody and control, or which are in the Possession or Custody of any Person in Trust for me, or for my Use, Benefit or advantage; and also if all others which may have been heretofore, at any time in my Possession, or under my Custody or Control, and which are now held by the parties whose names are hereinafter set forth, with the reason for their Custody of the same:

Books,	Full set of books
Deeds,	None
Papers, Etc.	Bills and candelled checks.

WARK PRODUCING CORPORATION,
.....Petitioner.
Treas.

This Schedule must be executed in triplicate.

(N.B.—Oath, as prescribed to Schedule B, to be annexed to this sheet.)

L. Sonnenberg & Co., Stationers and Printers
301 Broadway, New York

N. B.—The following form of Oath to Schedule B of the Petition by Debtor is prescribed and is to be annexed to the same.

OATH TO SCHEDULE B.

United States of America

Southern District of New York } ss.

On this 17th day of February, A. D. 19 21,

before me personally came J. C. EPPING, Treasurer of WARK PRODUCING CORPORATION,

the person mentioned in and who subscribed to the foregoing Schedule, and who being by me first duly sworn did declare the said Schedule to be a statement of all his estate, both real and personal, in accordance with the Acts of Congress relating to Bankruptcy.

Subscribed and sworn to before me this 17th day of February, A. D. 19 21.

Gertrude Denneen.

Notary Public, Kings County N. Y.
Clerk's No. 189, Register's No. 1077
Certificate filed New York County No. 191
New York County Register's No. 1268
Commission expires March 30, 1921

(Official Character.)

This oath may be administered by officers authorized to administer oaths in proceedings before Courts in the United States or under the laws of the State where the same are to be taken; and diplomatic or consular officers of the United States in any foreign country.

To be attached to Schedule B, after execution before proper officer.

Petitioner's Attorney cannot act as notary.

L. Sonnenberg & Co., Stationers and Printers
301 Broadway, New York

Summary of Debts and Assets

From the Statements of the Bankrupt in Schedules A. and B.

Schedule A	1 (1) Taxes and Debts Due United States.		
" "	1 (2) Taxes due States, Counties, Districts & Municipalities		
" "	1 (3) Wages.		
" "	1 (4) Other Debts Preferred by Law.		
" "	2 Secured Claims.		
" "	3 Unsecured Claims.	298910	60
" "	4 Notes and Bills which ought to be paid by other parties thereto.		
" "	5 Accommodation Paper.		
	Schedule A, Total	$ 298910	60
Schedule B	1 Real Estate.		
" "	2-a Cash on Hand.		
" "	2-b Bills, Promissory Notes and Securities.		
" "	2-c Stock in Trade.	65000	00
" "	2-d Household Goods, &c.		
" "	2-e Books, Prints and Pictures.		
" "	2-f Horses, Cows and other animals.		
" "	2-g Carriages and other Vehicles.		
" "	2-h Farming Stock and Implements.		
" "	2-i Shipping and Shares in Vessels.		
" "	2-k Machinery, Tools, &c.		
" "	2-l Patents, Copyrights and Trade-Marks.		
" "	2-m Other Personal Property.		
" "	3-a Debts Due on Open Accounts.	13927	38
" "	3-b Stocks, Negotiable Bonds, &c.		
" "	3-c Policies of Insurance.		
" "	3-d Unliquidated Claims.		
" "	3-e Deposits of Money in Banks and Elsewhere.	47016	41
" "	4 Property in Reversion, Remainder, Trust, &c.		
" "	5 Property Claimed to be Exempt.		
" "	6 Books, Deeds and Papers.		
	Schedule B, Total	$ 125943.79	

WARK PRODUCING CORPORATION,
Petitioner.
Treas.

This Schedule must be executed in triplicate.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FILED
FEB 25 1921
J. J. TOWNSEND
REFEREE IN BANKRUPTCY

77 Journal

No. 2891

United States District Court

Southern DISTRICT OF
New York

55 Cents Assets

In Bankruptcy

IN THE MATTER OF

REFERE'S COPY

Bankrupt.

~~Petition and~~ Schedules

John G. Pembleton
Attorney for Bankrupt.

Office and Post Office Address

2 Rector Street
New York City - N. Y.

Lindenberg & Co.,
Stationers and Printers, 301 Broadway, New York

#104B1

W. D. E.

C O P Y

Mr. William Fox,
Fox Film Corporation,
10th Ave. & 55th St.,
New York

Dear Mr. Fox:-

Mr Griffith and myself viewed your two reel comedy called "A Happy Pest" the other evening. Mr Griffith wishes me to state to you that he regrets sincerely that it will be impossible for him to give his sanction to the showing of this picture. He believes it is a direct infringement on the copyright of his production, "Way Down East," There are a number of scenes in it and also a number of titles that are absolutely identical.

Mr. Griffith wishes me to express to you his appreciation of your kindness in calling our attention to this film, as this kind of cooperation is bound to lead to better conditions in the film industry.

Thanking you again for your consideration, I am

Sincerely,

D. W. GRIFFITH, INC.

Vice President.

ALG/W

MUSEUM OF MODERN ART FILM STUDY CENTER

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

#104 B

D. W. GRIFFITH, INC.
PRESENTS
WAY DOWN EAST

GENERAL OFFICES 303 LONGACRE BLDG NEW YORK
TELEPHONE · · · BRYANT · 6761 · 6762 · 9486
A L GREY · · · · GENERAL MANAGER

February 25, 1921.

Mr. A. H. T. Banzhaf,
#2 Rector St.,
New York.

Dear Mr. Banzhaf:-

Mr. Grey asked me to mail you the enclosed copy of letter he sent to Mr. William Fox.

Very truly yours,

W

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

m.

February 26th 1921.

Report of Laboratory Work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		139		
Greatest Question		237		
Idol Dancer		5666		
Lady McKenzie		12987		8-Title
Picture U-2			26070	19708
Picture C-13				207-Titles
Lab. Machine Tests	91			
	91	19029	26070	19923

Positive Film Used.

Eastman Stock	33198
Belgian Stock	11992
	45190

Negative Film Used.

Eastman Neg.	19923

TELEPHONES MAMARONECK 1190 1191 1192 1193 1194 1195

D. W. GRIFFITH STUDIO

ORIENTA POINT

MAMARONECK, N. Y.

Feb. 26 th ,1921.,

Received from D.W.Griffith Inc. Pay Roll Check#6630 to the ampunt of one thousand dollars($1000.)for week ending May 22 nd 1920.

Gelson D. Gish

Signed.

Stories

February 26th 1921.

Dear Mr. Carr:

I am enclosing herewith scenario received from Mr. Joseph Mason, together with letter addressed to me, also my letter in reply to his. Will you kindly give this matter your usual careful consideration and communicate with Mr. Mason directly regarding your verdict.

Thanking you for your attention to this matter, I remain

Very truly yours,

AHTB/CD
Encs.

MUSEUM OF MODERN ART FILM LIBRARY

Stories.

~~114~~

February 26th 1921.

Mr. Joseph C.Mason,
Cooper-Carlton Hotel,
Chicago, Ill.

Dear Mr. Mason:

Beg to acknowledge receipt of your favor of January 23rd last, enclosing scenario entitled "RED MENACE", which I will have delivered to Mr. Griffith's scenario department for their attention, with request that they communicate directly with you regarding the same.

I note what you say about censorship, and the Industry is certainly up against a very severe case of "censoritus" all over the country. If this action on the part of busybodies continues, life will become unbearable in this so-called democracy.

Thanking you for submitting this matter to us, I remain

Very truly yours,

AHTB/GD

MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH'S
SECOND ANNUAL BOSTON SEASON

D. W. GRIFFITH, INCORPORATED

PRESENTS THE WONDER PICTURIZATION OF THE AGE

"WAY DOWN EAST"

A. L. GREY, GEN'L MGR. SUITE 303, LONGACRE BLDG.
NEW YORK, N. Y.

Boston, Mass. Feb. 27th. 1921

Dear Mr. Griffith :

Thought you might like to read the enclosed clippings. This past week has been a hot one here on the Censorship legislative measure.

We managed to be the only production cited and in the citation there is exposed the utter assinine erudition harbored by those demanding the fool legislation.

Also this day we start off the latest contest in the Hearst publications in Boston.

With best of good wishes,

I am ever faithfully, Arthur Grey

(NAME OF CORPORATION)

SCHEDULE OF STOCKHOLDERS AS OF

D.W.GRIFFITH JANUARY 20 1920

[*Before preparing schedule, read instructions on reverse side*]

[EXTRA SHEET TO BE USED WHEN NECESSARY]

NAME	RESIDENCE	NO. OF SHARES	NO. OF SHARES IN NEW BALTIMORE CITY ANNEX
Miss B.Clarke Rusk & Miss Blanche Briscoe, or either of them or the survivor	849 Park Ave.,Baltimore,Md.	4	
Harry Hamill	1825 No.Charles St. Balt.Md.	40	
Oscar R.Weber	Johnson Ave.,Hyatteville, Md.	20	
Paul G.Hentschel	607 N. Luzerne Ave.,Balt. Md.	10	
~~Reinhold Wikkert~~	~~805 N.Jay St.,Balt.,Md.~~	~~7~~	
Karl Waterman	Rockville, Md.	6	
~~Charles C.Vanner~~	~~Pleasant Hill, Owings Mills, Md.~~	~~30~~	
Miss Marie Pahud	1908 Futaw Place, Balt.,Md.	1	
Miss Marie Pahud	Do.	2	
Jane Palfrey Homer	Riderwood, Baltimore Co.,Md.	20	
Mrs. Anabel J. Copeland	108 S.Stricker St.,Balt.,Md.	10	
John C.Dotterweich	402 S.Collington Ave.,Balt.,Md.	20	
Walter K. Strine	30 E. Franklin St. Hagerstown,Md.	2	
Jacob Goldfine	101 Baltimore St.,Cumberland,Md.	10	
* Morris Goldman	1216 Hartford Ave.,Balt. Md.	10	
Miss Nannie L. Sullivan	1728 N. Calvert St.,Balt.,Md.	6	
Crisfield Brokerage Co.	Crisfield, Md.	6	
Wm. A. Albaugh	6 E. Fayette St.,Balt., Md.	1	
John McCormick	P.O.Box 272, Cumberland, Md.	20	
~~John T.McNamey~~	~~337 S. Fremont Ave.,Balt. Md.~~	~~200~~	
Mrs.Catherine A. Allison	Box 68 Brentwood, Md.	10	
N.E.Besson	Do.	10	
William L.Hammond	335 Potomac St.,Hagerstown, Md.	10	
* Morris Goldman	1216 Harford Ave.,Bald.Md.	10	
John Luntz, Jr.	Walker Ave., Towson , Md.	10	
Arthur P.Petit.	703 Roland Ave., Balt. Md.	10	
		248	

Total stock issued and outstanding ~~XXX~~ as of Jan.1/21 - 422,571
" " held by residents of Maryland, per annexed state- 248
ment

CORPORATE SEAL

Balance No. shares held by non-residents- 422,323
of Maryland.

February 28th 1921
(DATE)

D.W.GRIFFITH INCORPORATED
(OFFICER)
By Albert H. Banghof
Secretary

NO. 49 1920 8M

information for year 1921 on back (over)

shares # persons N.Y. # ctfs.
N.J.

TOTAL stock issued and outstanding as of Jan 1,1922	496693
" " held by residents of Maryland -	657
Balance No. shares held by non-residents of Md.	496,036

INSTRUCTIONS.

A true list of stockholders, attested by an officer of the corporation, must be filed in the office of the State Tax Commission with the report of the Corporation.

Stockholders are to be segregated under separate headings according to residence in Baltimore City, the several counties and non-residents of the State.

In all cases the schedule is simply to show the names of the stockholders and the place of residence. When stockholders reside in an incorporated City in a County, both the City and County are to be given. For example—if a stockholder resides in the City of Cumberland, the address is given as "Cumberland, Allegany County." If, however, the stockholder lives in the County, but outside of the incorporated town, then simply "Allegany County." Do not give post office addresses.

If any of the stockholders reside in that portion of the territory of Baltimore County which was annexed to Baltimore City in 1918, the residence of such stockholders is to be stated and the number of shares placed in the column headed "No. of shares in new Baltimore City Annex." This is necessary, as the assessment represented by such shares is only liable to 62 per cent. of the full tax rate of Baltimore City.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED STATES DISTRICT COURT
Southern District of New York

No.28911 In Bankruptcy WARK PRODUCING CORPORATION,
Alleged Bankrupt

Take notice that on February 19,1921,the above proceeding was referred to me as Referee to pass upon the proposed offer of composition prior to adjudication

A special meeting of creditors will be held at my office,No.299 Broadway (Room 1701),City of New York, on March 10,1921 at 11 A.M. at which time the said creditors may attend,act upon the proposed offer of composition, prove their claims, examine the alleged bankrupt, and transact such other business as may properly come before said meeting.

JOHN J.TOWNSEND,
Referee in Bankruptcy

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, February 28, 1921

George T. Scherzinger
Assistant Treasurer

66-171-5

Mr. D. W. Griffith,
Orienta Point,
Mamaroneck, New York.

Dear Sir:

We wish to advise having received from the United Artists Corporation check for $5,447.

We have also received check for $248.50 drawn on Canada, which was discounted at 12-5/8%. The proceeds, $217.13, together with the former check, have been applied in reduction of your time loan to $159,043.03.

Yours very truly,

G. T. Scherzinger

Assistant Treasurer.

315,000.
155,956.97
159,043.03

146,529.28
9,427.69
155,956.97
159,043.03
315,000.00

GUEDALLA, JACOBSON & SPYER

WINCHESTER HOUSE
OLD BROAD STREET
LONDON, E. C. 2

28th February 1921

Dennis O'Brien, Esq.
1482 Broadway, New York, U. S.A.

Dear Sir:-

United Artists Corporation.

We have your cable, as per enclosure.

We are at once enquiring of the Registrar of Join Stock Companies whether the following names are available.

"ALLIED ARTISTS COMPANY LIMITED"

or

"ALLIED FILM ARTISTS COMPANY LIMITED"

It is of course a nuisance not having one's clients by one when one is actually acting for them.

Busy as we are as company lawyers we hardly ever remember being asked, so to speak, in the air, to register a company for somebody without the slightest suggestion as to who are to be the shareholders or directors, or who will fill up the necessary forms, and so forth, but in the ordinary way we should reckon well under a fortnight for the organisation and registration of such a company as you speak of, and if one's clients were by one we could even do it in 5 or 6 days.

Part of the work depends upon the printing, We are sometimes held up now-a-days by delays with printers, and the other part depends upon clients having to be consulted and to go through the Memorandum and Articles of Association and other relevant

document.

We have cabled you to-day as per enclosure.

As we gather that you and your clients wish to make hastein registering the new company we are at once starting to prepare a suitable Memorandum and Articles of Association for a private company.

With regard to the Memorandum it will be so full that we cannot imagine you will wish in any way to alter it.

With regard to the Articles of Association there are all kinds of alternatives and if hereafter you or your clients wish to use any alternative ideas all that is necessary to do under English law is to hold a couple of meetings and to pass as "special" resolutions the necessary resolutions altering the Articles of Association in the manner required.

For instance, directors very often like to have their payments fixed in the Articles of Association and their remuneration not to be altered prescribed by the Articles. As we have not instructions in this matter we shall only adopt the general proposition that shareholders are to fix the remuneration of directors. Private companies very often make very strict regulations with regard to the transfer of shares. Again, having no special instructions we shall do the best we can. Nor shall we fix any qualification shares to be held by directors.

Once we get the Memorandum and Articles of Association printed one can register a company very quickly here.

The stamp duties on a company of £7500 are roughly £85. Printing charges vary a great deal now-a-days, but we imagine

the printing charges will be between £75 and £100. In this country documents of this character to be filed at Somerset House have to be printed,and in any event it is very convenient for all of us that they are printed.

We have suggested that you should send us £400, which we will place to the credit of the Corporation, including costs ofregistration, printing etc., We would not charge you the difference merely for the preparation of the Memorandum and Articles of Association, but on the other hand, if there is to be an agreement, and if it is a complicated agreement requiring a great deal of thought and care in connection with the foundation of an important business, of course the amount we are asking for will be quite insufficient for our charges. We think, therefore, that itwould be best in the first instance just to ask for £400 on account of this matter, and we propose to keep it separate from the other work we are doing in connection with the United Artists Corporation.

With regard to Mr Greenhill Mr. Guedala telephoned him personally to-day as we were told he would be back,and so he was. Mr. Guedalla said to him that we had been cabled three of four times by you for delivery up of the prints. Mr. Greenhill then said that he would make up his accounts and let us have them and when we had paid he would let us have the prints. He said it was a great pity that New York was so persistent as he had been expecting certain answers to New York's questions. As we had no instructions about the matter Mr. Guedalla did not deal with this comment of Mr Greenhill at all. All that Mr Guedalla said was that if the

would at once to-day deliver the 10 prints our firm would pay the charges in connection with them whenever rendered, and that he need not wait to have the accounts made up. Mr. Guedalla said that if his verbal undertaking was insufficient his firm would give a written undertaking, but Mr Greenhill said he preferred to do matters his way. He thought it was a proper thing to do - make up his charges, let us have them and on receipt of a cheque he would hand over the prints, so we suppose we must wait a few days.

Mr Guedalla asked him at the conclusion of the conversation point blank whether we could rely that he was going to hand over the prints, and he said "certainly", but he said the charges were not yet made up.

Mr. Guedalla reminded him that on a previous occasion he had estimated that the charges would be about £400, and, of course, we cabled this out to you, whereas in fact the charges for the 4 prints came to £115. We conclude that on this basis the charges for the 10 prints will be about 2½ times as much, say £290, so that it would seems when Mr Greenhill originally said £400 there is no doubt but that he had in mind that he had 14 prints, and knew also pretty accurately without having to make up accounts exactly what his outlays were in connection therewith.

We are, dear Sir,

Yours faithfully,

GUEDALLAY, JACOBSON & SPYER

WESTERN UNION

CABLEGRAM

NEW YORK

26th February, 1921.

GUEDALLA LONDON

CAN YOU USE ALLIED ARTISTS COMPANY LTD. AS NAME OF PRIVATE COMPANY HOW LONG WILL TAKE TO ORGANIZE SAME PURSUANT TO INSTRUCTIONS PREVIOUS CABLE STOP CABLE WHEN YOU RECEIVE COPIES FROM GREENHILL

OBRIEN

OBRIEN 1482 BROADWAY NEW YORK

Ascertaining whether name Allied Artists available stop
Preparing Memorandum Articles Association Can register Company
few days after name approved by you and registrar stop
First directors can subsequently be nominated by signatories who
will be our clerks you must instruct early date whom you wish
nominate as directors stop
Kindly remit 400 pounds on account costs registration printing
our fees stop
Greenhill returned London today promised me deliver prints
but wishes make up account charges requiring payment before
delivery I understook pay charges but Greenhill prefers his
way stop Confident will get prints few days

GUEDALLA

Febraayy 28th 1921.

Mr. F.B.Smith, Vice President,
Central Union Trust Company of N.Y.
Transfer Department,
80 Broadway,
New York City.

Dear Sir:

Relative to payment of dividend to the stockholders of record of Class A shares of D.W.Griffith Incorporated as of February 26th 1921, I beg to authorize you to include in such list stockholders who have purchased stock on order from Lee Benoist and Co. or Counselman & Co., Chicago, bearing date of Febraayy 26th 1921, provided the funds for the purchase of said shares have been received by your Company at the close of banking on March 1st 1921.

Very truly yours,

D.W.GRIFFITH INCORPORATED

By_____

Secretary.

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

February 28th 1921.

State Tax Commission,
Union Trust Bldg.,
Baltimore, Md.

Gentlemen:

Enclosed please find Personal Property return for the year ending January 1st 1921. of D.W.Griffith Incorporated, duly signed and acknowledged by the Corporate officers.

Also enclosed please find list of stockholders of the above-named Corporation residing in the State of Maryland, together with their addresses.

Also statement of total number of shares of stock held by non-residents of the State of Maryland.

Very truly yours,

D.W.GRIFFITH INCORPORATED

By_____

Secretary.

AHTB/GD
Encs.

G. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Metropolitan Club
Washington, D.C.

March 1-21

Dear Mr Griffith:

Before replying to your letter I wanted to learn how the efforts of our last week's campaign worked out - The results have answered, perhaps, the principle concern of Mr. Griffith. This of course will not be duplicated Wednesday from now on

I should say

that our office should do on hand two thousand shares per week & I hope for three thousand shares each week till the the remainder of the one hundred thousand shares are disposed of.

I hear you were here yesterday. I wish I had the opportunity of seeing you — am returning to New York tomorrow

Sincerely
Yours
C. H. Merrick

Dr. Oppie Esq
Newport

Mar 1 st,1921.,

Mrs.M.Gish,
Savoy Hotel

59 th Street & 5 th Ave.
New York City.

Dear Mrs. Gish,

Mr. Epping has requested me to advise you of the amounts which we are reporting to the Government as paid as salary to Miss Dorothy and Miss Lillian during the year 1920.

Miss Dorothy Gish is being reported as having received $39,000. in salary and $8,637.25 in commissions, making a total of $ 47,637.25 .

Miss Lillian Gish is being reported as having received $46,250. in salary.

Trusting the above is the information you desire,

Very Truly Yours,

Cashier.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

March 1st, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, New York,

Dear Sirs:

We beg to acknowledge receipt of your two checks aggregating $20,000. the same to be applied on the account of your Way Down East note.

After making the above payment there still remains a balance due of $154,235.24.

Very truly yours,

Assistant Secretary.

200,000.
45764 76
154,235 24 OK

WHS/HGH
BANKING

SUPPLEMENTAL STATEMENT

SECURITIES IN CLASS "C" UNDER THE

ILLINOIS SECURITIES LAW.

THIS STATEMENT IS PREPARED BY PARTIES INTERESTED IN THE SALE OF SECURITIES HEREIN MENTIONED, NEITHER THE STATE OF ILLINOIS NOR ANY OFFICER OF THE STATE ASSUMES ANY RESPONSIBILITY FOR ANY STATEMENT CONTAINED HEREIN, NOR RECOMMENDS ANY OF THE SECURITIES DESCRIBED BELOW.

March 1, 1921.

1. The name of the issuer is D. W. Griffith, Inc.

2. The issuing company was organized as a corporation under the laws of the State of Maryland.

3. The principal office of the company is located in the City of Baltimore, State of Maryland, but the office from which its business is transacted is located in the town of Mamaronek, State of New York; it has no office in the State of Illinois.

4. The names and addresses of the present officers and directors of the company are as follows:

O F F I C E R S

D. W. Griffith	President	New York City, New York.
Albert L. Grey	Vice-President	New York City, New York.
Albert H. Banzhaf	Secretary	New York City, New York.
J. C. Epping	Treasurer	New York City, New York.

Albert H. Banzhaf, Sec.

D I R E C T O R S

D. W. Griffith	New York City,	New York.
Albert H. Grey	New York City,	New York.
Albert H. Banzhaf	New York City,	New York.
J. C. Epping	New York City,	New York.
Chas. Counselman	Chicago,	Illinois.
Lee Benoist Care, Lee Benoist & Company, Inc.	New York City,	New York.

5. The syndicate headed by Counselman & Co., the undersigned, has sold as of January 1st, 1921, 47,571 shares of the Class A stock of this Company. The selling price was $15. per share, and the issuing company has received $404,353.

6. There have been no changes in the corporate organization or management since the date of the last preceding statement except in the Board of Directors as noted.

7. None of the officers and directors have been charged with fraud in any transaction, or in the sale or disposition of securities.

8. There are no judgments against the issuer in any court. There have not been commenced since the date of the last statement, nor are there now pending any suits or proceedings for the appointment of a receiver, in bankruptcy, or dissolution or other actions either in law or in equity in any court wherein the issuer is a party or interested.

9. None of the securities of the issuer have been approved or qualified on any stock exchange. No application for listing such securities having been at any time made.

10. The financial statements as required, will be found attached to this statement as exhibits.

11. A dividend on Class A shares of $1. per share has been declared payable March 4, 1921, to stockholders of record February ~~24,~~ 1921.

26

COUNSELMAN & CO.

By_____

Albert H. Banzhaf, Sec.

D. W. GRIFFITH, INCORPORATED.

Balance Sheet - January 1, 1921.

Assets

Fixed Assets:		
Land	$ 580,000.	
Easement, per contra	16,200.	
Buildings and appurtenances	566,097.71	
Studio Equipment	198,213.09	
Autos, Wagons, etc.	24,100.	
Furniture and fixtures	8,551.75	
Props, wardrobe scenery	158,000.	
		$ 1,551,162.55
Goodwill, Contracts with Stars, etc.		802,863.83
Investments		35,000.
Inventories:		
"Way Down East"		
Production Cost	719,852.72	
Exploitation "	374,320.06	
		1,094,172.78
"Love Flower"		
Production Cost	340,281.92	
Exploitation "	70,269.78	
	410,551.70	
Less U. S. receipts to 1/1/21	132,657.35	
		277,894.35
Unreleased film and work in process		340,905.73
Raw films, chemicals and supplies		10,439.35
Scenarios		37,600.00
Restaurant Supplies		451.51
Current Assets:		
Accounts Receivable		211,400.20
Cash in bank with road managers and on hand		66,862.93
Deferred charges, incorporation expenses		38,883.77
" " unexpired insurance premiums		7,881.02
		$ 4,475,518.02

Albert W. Banzhaf, Sec.

Liabilities.

Mortgages:		
On land and buildings		$ 307,500.
On easement, per contra		16,200.
Advances on Productions		110,000.
Current Liabilities:		
Bank loans - secured by and payable from receipts from pictures	$578,588.99	
Miscellaneous demand loans	97,500.	
Notespayable - D. W. Griffith	245,070.93	
Trade acceptances	79,177.07	
Accounts Payable	199,890.22	
Salaries and other expenses accrued	29,001.29	
		1,229,228.50
Capital Stock:		
Represented by 47,271 shares Class A stock (125,000 shares outstanding) 375,000 shares Class B stock		2,604,353.50
Surplus		208,236.02
		$ 4,475,518.02

Wm E

Albert W Berzhof Sec.

D. W. GRIFFITH, INCORPORATED.

Statement of Profit and Loss.

Six months ending January 1, 1921.

Income from rentals and sale of film (excluding "Way Down East")	$ 596,108.15	
Income from sale of prints	10,627.85	
Income from "Way Down East"	367,327.36	
		$ 974,063.36
Less:		
Cost of sales:	$ 643,523.17	
Exhaustion of film	14,271.08	
Cost of prints sold	9,574.22	
Royalties paid		667,368.47
Gross Profit		$ 306,694.89
Expenses:		
Studio restaurant	$ 7,243.14	
Taxes	9,681.39	
Tests	5,802.40	
Salaries	10,500.00	
Bad debts	150.	
Miscellaneous	1,100.	
Uncollected charges on "Romance"	1,715.95	
Nominal value of "N" productions	2.	
		$ 36,194.88
		$ 270,500.01
Insurance premiums	$ 10,877.84	
Interest paid	51,386.15	
		62,263.99
Net profit for period before providing for depreciation of buildings and plant, and for Federal or State income taxes		$ 208,236.02

Albert W. Banzhaf

STATE OF New York,)
COUNTY OF New York,) SS.

I, J. C. Epping being first duly sworn on oath do solemnly swear that I am Treasurer of D. W. GRIFFITH, INC., a corporation organized under the laws of the State of Maryland; that I am a credible person having or possessing knowledge of the facts within the meaning of Paragraph 5 of Section 7 of "The Illinois Securities Law," and that I have signed my name on the margin of each sheet of the within SUPPLEMENTAL STATEMENT; that the amount of securities sold, the sale price thereof and amount of cash proceeds received therefor by "Issuer," and the outstanding capital stock and the liabilities of said "Issuer," are therein truly stated; and upon my oath further state that the values, amounts and assets therein set forth are the true values, amounts and assets of "Issuer," quality and quantity considered, and that the said several valuations, amounts and assets therein set forth are not stated in excess of the fair and true values thereof; that I have read and knowingly made each and all of the foregoing statements and representations and upon my oath further say that each and all the representations, specifications and averments in the said SUPPLEMENTAL STATEMENT herein above contained and set forth, is and are true.

J. C. Epping

Subscribed and sworn to before me, a Notary Public, this 10th day of March, A. D. 1921.

Gertrude Kennedy
Notary Public.

Notary Public, Kings Co.
Clerk's No. 189, Register's No. 1077
Certificate filed New York Co. No. 191
New York County Register's No. 1
Commission expires March 30, 19

My commission expires _____.

STATE OF New York,)
COUNTY OF New York,) : SS.

I, Albert T. Bangley being first duly sworn on oath do solemnly swear that I am Secretary of D. W. GRIFFITH, INC., a corporation organized under the laws of the State of Maryland; that I am a credible person having or possessing knowledge of the facts within the meaning of Paragraph 5 of Section 7 of "The Illinois Securities Law," and that I have signed my name on the margin of each sheet of the within SUPPLEMENTAL STATEMENT; that the amount of securities sold, the sale price thereof and amount of cash proceeds received therefor by "Issuer," and the outstanding capital stock and the liabilities of said "Issuer," are therein truly stated; and upon my oath further state that the values, amounts and assets therein set forth are the true values, amounts, and assets of "Issuer," quality and quantity considered, and that the said several valuations, amounts and assets therein set forth are not stated in excess of the fair and true values thereof; that I have read and knowingly made each and all of the foregoing statements and representations and upon my oath further say that each and all the representations, specifications and averments in the said SUPPLEMENTAL STATEMENT herein above contained and set forth, is and are true.

Albert T. Bangley

Subscribed and sworn to before me, a Notary Public, this 11th day of March, A. D. 1921.

Gertrude Dennen.

Notary Public

My commission expires _____.

Notary Public, Kings County N. Y.
Clerk's No. 189, Register's No. 1077
Certificate filed New York Co. No. 181
New York County Register's No. 1268
Commission expires March 30, 1921

Palmer

ARTHUR S. FRIEND
ATTORNEY AT LAW
366 MADISON AVENUE
NEW YORK

March 1, 1921

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

My dear Albert,

I haven't heard from you in reference to the Palmer-Griffith matter, and should appreciate your arranging an appointment at the earliest possible moment, so that we may get it disposed of.

As I suggested before, I believe it would be advisable to have Mr. Benoist and possible Mr. Dodge present at the meeting. I shall make any appointment you arrange for if you will give me a few hours notice.

Yours very truly,

Arthur S. Friend
E.J.

ASF-EF

D. W. griffith collection in
museum of modern art film library

March 2nd 1921.

Mr. D. C. Muhleman,
Larkin, Rathbone & Perry,
80 Broadway,
New York City.

Dear Mr. Muhleman:

As per requested by the office of Zalkin & Cohen I am enclosing herewith the letter and agreement which was sent to each of the holders of Certificates of Indebtedness of the WARK PRODUCING CORPORATION.

Very truly yours,

Secretary

Md:MS
Enc.2

Counselman & Co.
112 West Adams Street
Chicago

R 5820

March 2nd, 1921.

Mr. Albert T. H. Banzhaf,
2 Rector St.,
New York, N. Y.

Dear Sir:

Mr. Chas. Y. Freeman, our attorney, has prepared the enclosed statements which, under our Illinois law, it is necessary to file with the Securities Department of the office of the Secretary of State of Illinois in order to permit us to continue the sale of Class A shares of D. W. Griffith Company in this state.

Will you be kind enough to have these documents executed and returned to me at your very earliest convenience?

Please note particularly (a) that there are two affidavits at the end of the statement. The law provides the statement shall be sworn to by two officials. Will you, therefore, see that each affidavit is properly filled out by one of the officials of the Griffith organization? (b) It is necessary for each of the officials signing the oaths to sign their names to each page of the document, including the financial statements.

Immediate attention to this will be of very great service to us.

Very truly yours,

A. L. Goodwillie

ALG:T
Enclosures.

CABLE ADDRESS "SELLEW"

LAW OFFICES OF
SELIGSBERG, LEWIS & ROTHSCHILD
43 CEDAR STREET
NEW YORK CITY

WALTER N. SELIGSBERG
CLARENCE M. LEWIS
JAY LEO ROTHSCHILD

Walk Bankruptcy

3rd March, 1921.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:

We hand you herewith proof of claim and power of attorney of Louis Seligsberg.

Yours very truly,

SELIGSBERG, LEWIS & ROTHSCHILD,

By W.N.Seligsberg.

WNS-EK
Enc.

ENGINEER COMMISSIONER
OF THE DISTRICT OF COLUMBIA
WASHINGTON

March 3, 1921.

Mr. D. W. Griffith,

Mamaroneck, New York.

Dear Mr. Griffith.

I beg to acknowledge receipt of the copy of your book entitled "The Rise and Fall of Free Speech in America," and to thank you for your kindness in sending it.

Yours very truly,

C. W. KUTZ,
Colonel, Corps of Engineers, U.S.A.,
Engineer Commissioner, D.C.

March 3, 1921

Mrs. Edward B. McLean,

McLean House

Washington D. C.

Tried repeatedly but have been unalbe to get you on the phone to explain my regret at being unable to be present Friday night. Very best and kindest regards and hope that I will be able to see you soon. Most sincerely yours,

D. W. G.

Phoned to Western Union

by A. W. 3-3-21.

~~Draft~~

Day Letter

SCREEN WRITERS' GUILD
OF THE
AUTHORS' LEAGUE OF AMERICA, INC.

6372 HOLLYWOOD BOULEVARD
SUITE 224

HOLLYWOOD, CALIFORNIA
TELEPHONE: HOLLY 3222

SCREEN WRITERS' GUILD:
OFFICERS:
THOMPSON BUCHANAN, PRESIDENT
MARY H. O'CONNOR, VICE-PRESIDENT
EUGENE B. LEWIS, TREASURER
JACK CUNNINGHAM, SECRETARY
EXECUTIVE COMMITTEE
THE OFFICERS AND
MARION FAIRFAX
THOMAS GERAGHTY
ALBERT SHELBY LEVINO
JEANIE MACPHERSON
JUNE MATHIS
EUGENE PRESBREY
DORIS SCHROEDER
BAYARD VEILLER
FRANK E. WOODS
COUNCIL:
THE OFFICERS, THE EXECUTIVE COMMITTEE AND
RUTH ANN BALDWIN
JOHN BLACKWOOD
WILLIAM H. CLIFFORD
KATE CORBALEY
CLAYTON HAMILTON
J. G. HAWKS
JULIA CRAWFORD IVERS
MONTE KATTERJOHN
BERNARD MCCONVILLE
WILLIAM PIGGOTT
GEORGE PYPER
LUTHER REED
ELMER RICE
EDNA SCHLEY
C. GARDNER SULLIVAN
REX TAYLOR
WALDEMAR YOUNG
STANDING COMMITTEES:
CENSORSHIP:
FRANK E. WOODS, CHAIRMAN
RUTH ANN BALDWIN
WILLIAM C. DEMILLE
EUGENE B. LEWIS
J. S. WOODHOUSE
COPYRIGHT:
BAYARD VEILLER, CHAIRMAN
BESS HAAS
CLEVES KINKEAD
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WILLIAM PIGGOTT
ETHICS:
MARIAN FAIRFAX, CHAIRMAN
ALICE EYTON
JULIA CRAWFORD IVERS
CLAYTON HAMILTON
CHARLES KENYON
FINANCE:
JUNE MATHIS, CHAIRMAN
EDFRID A. BINGHAM
LUTHER REED
A. F. STATTER
C. GARDNER SULLIVAN
GRIEVANCE:
EUGENE PRESBREY, CHAIRMAN
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ELLIOTT CLAWSON
ELMER HARRIS
J. G. HAWKS
LEGAL:
ALBERT SHELBY LEVINO, CHAIRMAN
MILDRED CONSIDINE
KATE CORBALEY
ELMER RICE
E. RICHARD SCHAYER
MEMBERSHIP:
JEANIE MACPHERSON, CHAIRMAN
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MONTE KATTERJOHN
FRED MYTON
WILLIAM PARKER
PUBLICITY:
PERCY HEATH, ACTING CHAIRMAN
THOMAS GERAGHTY
FLORENCE LAWRENCE
REED HEUSTIS
LOUIS SHERWIN
REGISTRATION:
MARY H. O'CONNOR, CHAIRMAN
EDNA SCHLEY
WALLACE CLIFTON
GEORGE W. PYPER
WILL M. RITCHEY
SOCIAL:
DORIS SCHROEDER, CHAIRMAN
AGNES C. JOHNSTON
PHILIP J. HURN
REX TAYLOR
WILLIAM WING

March 3, 1921.

Mr. D. W. Griffith,
Longacre Building,
42nd & Broadway,
New York City.

Dear Mr. Griffith:

I am enclosing copy of a protest against censorship which we are circulating among all the authors out here and throughout the United States through the Authors' League.

As you have stood as the most active and effective opponent of censorship in the United States, I am sure you will be glad to sign this protest and see that the authors or writers, with whom you are connected, will also sign it, after which please send it to Mr. Eric Schuler, Secretary, Authors' League of America, 41 Union Square, New York City, who, in turn, will send it on to Mr. Hess, of the N.A.M.P.I., (the finished petition with all of its signatures.)

I understand that it will be Mr. Hess' purpose to then have printed a copy of the protest with as many of the prominent names as are felt desirable for circulation among legislators, governors, congressmen, etc., or in whatever other way Mr. Hess deems it advisable to use the protest.

Kindest personal regards,

Very sincerely,

Frank E. Woods

FEW/LP

AUTHORS' LEAGUE:
OFFICERS:
REX BEACH, PRESIDENT
BOOTH TARKINGTON, VICE-PRESIDENT
GEORGE DE FOREST BRUSH
GEORGE W. CHADWICK
MARY E. WILKINS FREEMAN
DANIEL FROHMAN
CHARLES DANA GIBSON
AUGUSTUS THOMAS
HONORARY VICE-PRESIDENTS
ERIC SCHULER, SECRETARY & TREASURER
EXECUTIVE COMMITTEE:
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ORSON LOWELL
J. HARTLEY MANNERS
ALICE DUER MILLER
HARVEY O'HIGGINS
CHANNING POLLOCK
ARTHUR SOMERS ROCHE
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JESSE LYNCH WILLIAMS
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GEORGE CREEL
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PARKER FILLMORE
DANA GATLIN
WILLIAM J. GHENT
MONTAGUE GLASS
CHARLES DANA GIBSON
ROBERT GRANT
ARTHUR GUITERMAN
COSMO HAMILTON
HENRY SYDNOR HARRISON
JOSEPH HERGESHEIMER
EMERSON HOUGH
RUPERT HUGHES
WILL IRWIN
BURGES JOHNSON
OWEN JOHNSON
KATE JORDAN
ARTHUR I. KELLER
BASIL KING
JOSEPH C. LINCOLN
ORSON LOWELL
PERCY MACKAYE
J. HARTLEY MANNERS
MARGARET MAYO
GEORGE BARR MCCUTCHEON
SAMUEL MERWIN
GEORGE MIDDLETON
ALICE DUER MILLER
CLEVELAND MOFFETT
MEREDITH NICHOLSON
HARVEY O'HIGGINS
WILLIAM HAMILTON OSBORNE
WILL PAYNE
CHANNING POLLOCK
ERNEST POOLE
WILLIAM MACLEOD RAINE
MARY ROBERTS RINEHART
ARTHUR SOMERS ROCHE
LEROY SCOTT
JULIAN STREET
IDA M. TARBELL
BOOTH TARKINGTON
A. E. THOMAS
ARTHUR TRAIN
LOUIS JOSEPH VANCE
STEWART EDWARD WHITE
JESSE LYNCH WILLIAMS
HARRY LEON WILSON
HELEN S. WOODRUFF

March 3rd 1921.

Central Union Trust Co.,
80 Broadway,
New York City.

Attention of Mr. Colex.

Dear Sir:

Pursuant to our conversation of this date the undersigned hereby authorizes you to maintain in your office stock ledgers of the Class A stockholders of D.W.Griffith, Incorporated, covering transfers through your Bank as well as those of the Central Trust Co. of Ill., the cost of the up-keep of this extra ledger not to exceed $150. a year, plus the cost of the necessary stationery.

Very truly yours,

D.W.GRIFFITH INCORPORATED

By: _____
Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 3rd 1921.

Mr. J. Mickle Hemphill,
527 Lafayette Bldg.,
Philadelphia, Pa.

Dear Sir:

Mr. Epping has advised me by 'phone that he has finally been able to settle his differences with you and that you have requested him to ask me to forward to you a form of assignment for Mr. Hergesheimer to sign, transferring the motion picture rights of Mr. Hergesheimer of story entitled "TOLERABLE DAVID". I therefore enclose proposed assignment which form follows that and is similar to the one signed by Mr. Hergesheimer, wherein he transferred the motion picture rights to his story entitled Java Head, (Note below-)

Will you kindly have the same duly executed, acknowledged and return to me at your earliest convenience, and oblige

Very truly yours,

Note. With the exception that
/ There was no agreement as to the time limit set for
the production of this story.

AHTB/

AHTB/GD

3/3/21

O'BRIEN 1482 BROADWAY NEW YORK

ALLIED ARTISTS NAME AVAILABLE SHALL WE PROCEED stop GREENHILL NOTIFIED US CHARGES £310 WHICH WE PAYING OBTAINING PRINTS WOULD YOU KINDLY REMIT FURTHER £200

GUEDALLA

GUEDALLA, JACOBSON & SPYER

WINCHESTER HOUSE,
OLD BROAD STREET
LONDON E.C. 2

Dennis O'Brien, Esq.
1482 Broadway
New York U.S.A.

3rd March 1921

Dear Sir:-

United Artists Corporation.

We beg to confirm our cable to you of to-day's date as per enclosure, that the name "Allied Artists Company Limited" was available for registration.

Since last writing to you we have been pressing Mr Greenhill to deliver the prints in question, and finally he telephoned this morning to Mr Guedalla to say that he had ascertained that the charges thereon were £309.13.0. which was just about the amount we expected they would be, and we have no doubt that these charges are in order. Still for form's sake we are asking him for vouchers and justification, as you will see from the copy of letter enclosed which we have written to Mr Greenhill to-day.

We have received from you on behalf of our clients, as you know on the 22nd January 1921 £400, and we have already paid out to Mr. Greenhill £424.14.3, apart from which we have incurred certain expenditures in connection with cables, safe deposit, insurance etc., and we imagine that our clients would like us to have some money of their's in hand. We therefore have suggested in the enclosed cable that you should remit to us a further sum of £200 which we will put to their credit.

We felt quite sure that we would have no trouble in getting Mr Greenhill to give up these films but that it was best to prusue the matter patiently even if we have had to wait a few days in order to accomplish our purpose.

Mr. Greenhill stated on the telephone that he understood that Mr Hiram Abrams was coming over here in the next week or two and that he assumed that it was for the purpose of negotiating with himself. He said that from all he could gather Mr Hiram Abrams and you and your clients were as sea as to what to do about their English and Continental business. We pass this information on to you in case it is of any interest or importance.

We did not say a word to Mr Greenhill that we had no instructions with regard to registering a company on behalf of United Artists Corporation over here or in any way indicate to him that you and your clients were proceeding with you and their business in your and their own way.

We are, dear Sir,

Yours faithfully,

GUEDALLA, JACOBSON & SPYER

Delivery

Enc.

3rd March 1921

Morris Greenhill, Esq.,

37-39, Oxford Street, W.

Dear Sir:-

United Artists Corporation

We take note that on the telephone you informed us today that your disbursements in connection with the ten prints which you are to hand over amount to £309-13-0. Relying on you statement to us we herewith be to enclose you our cheque for that amount, receipt of which kindly acknowledge.

Would you also be good enough to supply us with the relevant vouchers so that we in turn can send them on to our clients who we presume will enquire of us how they are justified? We have no doubt however but that they are precisely in order.

We will now arrange that Major King shall take away the prints. We should like your assistance that they are in as good order as you received them, because, as you know, we are lawyers and not film experts. Major King, who is in Court to-day, will telephone you to find out what time is convenient to you for the appointment to take away the films. Probably it will be sometime tomorrow.

We assume there is no other property and that there are no other prints which you have belonging to our clients

which are to be handed over. Our instructions are to obtain from you everything that you have, Mr. F.M. Guedalla having been appointed custodian of the prints of the United Artists Corporation in this country .

We are, dear Sir,

Yours faithfully,

Studio property matters

TELEPHONE "500 WHITE PLAINS".

CABLE ADDRESS "AKINBO".

Lawyers Title and Trust Company

EDWIN W. COGGESHALL,
CHAIRMAN OF THE BOARD.

LOUIS V. BRIGHT, PRESIDENT.
FREDERIC E. GUNNISON, VICE-PRESIDENT.
THORWALD STALLKNECHT, VICE-PRESIDENT.
H. E. JACKSON, VICE-PREST. & GEN'L MANAGER.
LEWIS H. LOSEE, VICE-PRESIDENT.
PHILIP S. DEAN, COUNSEL, 160 BROADWAY, N.Y.

Westchester County Branch
ALBERT W. HAIGH, MANAGER.

160 Main Street,

ARCHIBALD FORBES, TREASURER.
WALTER N. VAIL, SECRETARY.
ROBERT I. SMYTH, ASS'T TREASURER.
WILLIAM F. BAECK, ASST. GENERAL MANAGER.
GEORGE F. PARMELEE, ASST. SECRETARY.
WILLIAM K. SWARTZ, MANAGER BROOKLYN BANKING DEPT.

White Plains, N.Y.
March 4, 1921.

Benzhaf & Pembleton,
2 Rector Street,
New York City.

Dear Sirs-

As per your request of March 2nd am enclosing searches amended and continued to date after having reported same to Mr. Davidson of our New York office.

Fees for the same will be $10.00.

Very truly yours,

J McTernan WBG
MANAGER SEARCH DEPT.

WBG/HM

Mamaroneck, N. Y.
March 4, 1921.

Mr. J. E. D. Meador,
Metro Pictures Corporation,
1476 Broadway,
New York City.

My dear Mr. Meador:--

I wish to thank you for your courtesy regarding the print of "The Four Horsemen of the Apocalypse".

I think it is very beautiful, done with a sensitive appreciation of the highest ideals, a thoughtful and effective interpretation of an important story, and worthy of all the best standards of motion pictures.

Certainly Mr. Ingram and the Metro Corporation must feel a just pride in the achievement.

Sincerely,

DWG-W

D. W. GRIFFITH, INCORPORATED

March 4, 1921.

TO

CLASS A SHAREHOLDERS

OF

D. W. GRIFFITH, INC.

Pursuant to the action taken by your Board of Directors on January 15th, we take pleasure in enclosing check for Dividend No. 1 in the amount of One Dollar per share on your holdings of Class A stock of D. W. GRIFFITH, INC., this payment being declared from surplus earnings of the Company for six months ending December 31, 1920.

It is gratifying to report that the next production of the Corporation is nearing completion and that it will be released at an early date, following which, production on another important picture will begin.

You are, undoubtedly, aware of the remarkable financial achievement of "Way Down East", the first release of the Corporation.

The satisfactory operations of the Company since its incorporation fully justify the expectations which we have expressed as to its future prosperity and, needless to say, no effort will be spared on the part of the management in attaining this end.

Yours very truly,

D. W. GRIFFITH,

President.

DWG:LF

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 4th 1921.

Mr. J. Mickle Hemphill,
527 Lafayette Bldg.,
Philadelphia, Pa.

Dear Sir:

I enclose herewith copy of Mr. Hergesheimer's assignment of story "WILD ORANGES" to David W. Griffith, the original of which assignment Mr. Hergesheimer executed but never had acknowledged before a Notary Public, also a copy of assignment of his story "JAVA HEAD" to David W. Griffith, which, as the assignment above of "WILD ORANGES, has never been acknowledged.

Therefore will you kindly have Mr. Hergesheimer re-execute the enclosed assignments as of the dates therein specified and have acknowledged before a Notary Public and return the same to me.

Thanking you for your attention to this matter, I remain

Very truly yours,

GD

LARKIN, RATHBONE & PERRY

CABLE ADDRESS "LAWYERLY NEW YORK"

ALBERT RATHBONE.
ADRIAN H. LARKIN.
JOHN M. PERRY.
ARTHUR H. VAN BRUNT.
LEWIS H. FREEDMAN.
HENRY V. POOR
ALBERT STICKNEY.
HERSEY EGGINTON.

Central Union Trust Company Building
80 Broadway, New York

March 5, 1921.

Albert H.T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir: Re: WARK PRODUCING CORP.

We have your letter of the 3d inst. in the above matter, for which please accept our thanks.

Very truly yours,

Larkin Rathbone Perry

DCM/MF

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

March 5th 1921.

Report of Laboratory Work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		515		
Broken Blossoms		9305		
Idol Dancer		18126		
Falkner-Tyrol		834		814 - Titles.
Marshall Neilan		2876		
Ghost In The Garret		34274		
Lab. Machine Tests	123			
Picture U-2			14024	13436
	123	65930	14024	14250

Positive Film Used

Eastman Stock	25851
Bay State "	8759
Belgian "	45467
	80077

Negative Film Used.

Eastman - - - 14250

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

Mar 5th,1921.,

Received from D.W.Griffith Inc. Pay Roll check # 6629 to the amount of eight hundred and fifty dollars($850)for week ending May 22 nd 1920.

Lillian D. Gish

Signed.

LARKIN, RATHBONE & PERRY

CABLE ADDRESS "LAWYERLY NEW YORK"

ALBERT RATHBONE.
ADRIAN H. LARKIN.
JOHN M. PERRY.
ARTHUR H. VAN BRUNT.
LEWIS H. FREEDMAN.
HENRY V. POOR
ALBERT STICKNEY.
HERSEY EGGINTON.

Central Union Trust Company Building
80 Broadway, New York

March 5, 1921.

Messrs. Zalkin & Cohen,
49 Chambers Street,
New York City.

MAR 7 1921

Dear Sirs: WARK PRODUCING CORPORATION.

Referring to the proposed composition in the above matter, we beg to confirm the conversation had between your Mr. Zalkin and Mr. Muhleman of this office on the telephone at about the time the company went into the hands of a receiver, to the effect that Central Union Trust Company of New York held on deposit to the credit of the above bankrupt, a certain sum of money. This sum was at that time a little over the amount which would be received on the claim of Central Union Trust Company as a first payment on the composition.

In the event we go into this composition, we desire to retain the amount of this deposit, or first apply the funds on deposit, to the payment of interest to date, and then the balance to the first payment on the 25% distribution contemplated by the composition.

If this is agreeable to you, will you kindly send us a copy of the agreement, for execution.

Very truly yours,

Larkin Rathbone & Perry

DCM/MF

WARK PRODUCING CORPORATION

DEBITOR to L. J. Hampton.

Pasadena, California.

March 5th, 1921.

Amount due on original investment	$ 4,500.00
Bonus	450.00
Interest	135.00
Total	$ 5,085.00

PASADENA STAR-NEWS

CHARLES H. PRISK,
Editor and Manager

J. H. PRYOR
LON F. CHAPIN } Associate Editors and Managers

PASADENA, CAL. March 7 1921

Messrs. Banzhaf & Pembleton,
2 Rector Street,
NEW YORK CITY.

Gentlemen: - -

Herewith you will please find proof of debt and power of attorney in the Wark Producing Corporation matter, which you requested me to sign.

Very truly yours,

Chas. H. Prisk

Mamaroneck, N. Y.
March 7, 1921.

Mr. James Lemke,
President International Alliance of Theatrical
Stage Employes and Moving Picture Machine Operators,
110 West 40th St.,
New York, N. Y.

My dear Mr. Lemke:—

An important and critical time in the censorship situation is present.

All the resources that have authority and influence and an active concern in the fight against censorship in the several states are urgently needed.

add here

With full confidence that we have your personal support we hope also that we have your most active and earnest official aid in this campaign; as with your leadership the local units of the International Alliance of Theatrical Stage Employees and Moving Picture machine Operators can be of most valuable help.

Sincerely yours,

DWG-W

If you will read the matter in my book "The Rise and Fall of Free Speech in America" I think you will find it interesting . In my last talk with Mr. Gompers we went over this matter. You know that censorship has been used since the beginning of time as an aid to kings and autocrats in power whether political, financial or otherwise. Give an autocrat of any kind the power of censor over the press, printed word and moving pictures, which are only a new form of expression, and he can control the people and through propaganda govern them and misrule them as he pleases. It is most important for the ~~people~~ public in general that they keep every possible agent of expression free from censorship of any kind in order to get their side of a proposition to the people and to the working man of all classes this is extremely important. There are enough laws upon the statute books to stop any bad motion pictures as they do any bad stage play or any evil book. Let them enforce these laws or add any laws they please to stop bad pictures after publication only. According to our constitution we are granted the right of free speech but must suffer the consequences if we speak evil. This is the one thing we ask for the pictures, that they have the same chance as the spoken word or the stage or the printed word by the newspapers which tell their story to the world daily and can be purchased at a much cheaper price than admission to a motion picture theatre.

Clune
THEATERS COMPANY
807 KNICKERBOCKER BLDG.
LOS ANGELES

March
Seventh,
1 9 2 1.

Filed in date order
1/17/62

Mr. D. W. Griffith,
Mamaroneck,
New York.

My dear D.W.:

I am enclosing four old Programs, which may bring to mind some of your past productions, many things have happened since these pictures were exhibited, under the dates as per the enclosed.

I have thought of you many times since your leaving the Motion Picture Colony of Los Angeles, for the "cold, bleak shores" of New York, and trust that at some time in the near future, you and your Organization will once again be located in Sunny Southern California.

Many changes are taking place here, especially along Theatrical lines and the construction of numerous new Theatres. I have had a "dream" for some time regarding the construction of a large Theatre in the Wilshire District, but I am unable to convince my worthy friend and associate, BILLY CLUNE, to come forth with the necessary capital to carry out and perfect a plan that is going to be adopted in the very near future, by some enterprising showman.

The Ambassador Hotel, which recently opened here, with its little Six hundred seat, exclusive Theatre, under the management of Gore Bros. and Sol Lesser, in my opinion, will not be a huge success. The opportunity in the Wilshire District with the immense population that this district is attracting, and the people who are interested in this locality, would welcome some thing unusual in the way of a permanent Suburban Theatre. The name of such a Theatre would look wonderful as the " GRIFFITH " . Pardon my taking up your time with this "dream" of mine, and I would be very glad to hear from you and as to what is coming in the next big production under your able direction.

With kindest regards to Mr, Lloyd, Grey and yourself, I am

Very truly yours,

Theo M Newman

ENCL.

TMN/M

LEWIS E. MALLOW
ATTORNEY-AT-LAW
1511-1514 THE NICHOLAS
TOLEDO, OHIO

Wark Phy

March 7, 1921.

Mr. Albert H. T. Banzhaf,

Attorney at Law,

#2 Rector Street,

New York, N. Y.

Dear Sir:

In the matter of the WARK PRODUCING CORPORATION, an alleged Bankrupt, now pending in the District Court of the United States, for the Southern District of New York, and in reply to your letters of February 25th addressed to Mr. T. J. Goodsell and Mrs. T. J. Goodsell, I beg leave to enclose herewith proof of debt and power of attorney to you covering claims of both parties.

Mrs. Goodsell, whose full name was Emily D. Goodsell, died on or about February 11th, 1921, and her husband, whose full name is Theodore J. Goodsell, has been duly appointed and qualified and is now acting as the Administrator of the Estate of Emily D. Goodsell, deceased.

I note from instructions endorsed on papers executed and forwarded you, that duplicate bills and itemized statement of account should be attached. I presume you have access to the books and records of the Bankrupt, and that if anything further is required you will prepare and attach same before filing.

Please advise by letter, or wire at my expense if necessary, covering anything further that may be required of us here. The undersigned is acting as attorney for the Administrator of this Estate.

Yours very truly,

Lewis E. Mallow

LEM/LZ

D. W. Griffith Productions

INTER-OFFICE MESSAGE

To Mr. Epping

From Eric

Date

Time

Reply to

Mr. Barthelmess wants a figure for his income tax for both himself and Mrs Barthelmess

Call him at Bryant 4509

R. Barthelmess 24,000.00

Mary Hay. 2935.70

Phoned 12 P.M. (3/7/21)

Please make all replies on back of this memorandum.

HIGLEY, SHERMAN & BOOTH
100 BROADWAY
NEW YORK

BRODIE G. HIGLEY
THOMAS A. SHERMAN
JOHN PARKHURST BOOTH

CABLE ADDRESS
"HIGSHERBOO"

March 8th, 1921.

Mr. Albert H.T. Banzhaf, President,
Wark Producing Corporation,
2 Rector Street, Room 1615,
New York City, N.Y.

Matter Wark Producing Corporation.

Dear Sir:-

We hand you enclosed herewith consent on the part of H.E. Aitken and also consent on the part of R.E. Aitken, to the settlement of their claims against the Wark Producing Corporation.

We also hand you proof of claim of H.E. Aitken and proof of claim of R.E. Aitken against Wark Producing Corporation.

Regarding the matter of executing the power of attorney inasmuch as we are acting for them in these matters we have advised them to leave this matter open,- with assurance to you that we will cooperate in every way to the best interests of all concerned,-all of which we trust will be satisfactory and agreeable to you.

This matter has been delayed on account of Mr. H.E. Aitken being out of town and further on account of the fact that since his executing the papers on the second I have been out of town until yesterday, which accounts for the last delay.

Yours very truly,

Higley, Sherman & Booth

BGH/AD
Encs.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK March 8, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sirs:

We acknowledge receipt of your check for $15,000. as part payment account of your "Way Down East" note, leaving a balance still due us of $139,235.24.

Yours very truly,

R C Rortgen
Assistant Treasurer.

DH.C
Banking

~~300~~ 60,764.76
139,235.24

W.P.B.

Mamaroneck, N. Y.
March 8, 1921.

Mr. John P. Carter,
Collector Internal Revenue,
Los Angeles, Calif.

Dear Sir:

Enclosed herewith check for $41,405.98 and check for $2,584.34 in payment of the fourth installment of the 1919 income tax, plus interest and penalty as per attached bill.

The recent financial shortage has caused me considerable embarrassment which is the reason for postponing the payment until this time.

Thanking you for granting me this extension,

Very truly yours,

DWG-W

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Member of Federal Reserve System

Cable Address: "Fidelitas"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, March 8, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
Orienta Point,
Mamaroneck, New York.

Dear Sir:

We wish to advise having received from the United Artists Corporation check for $4,824. We have also received a check drawn on Canada, for $87.50, the proceeds of which, $76.50, have been applied together with the former check in reduction of your loan to $154,142.47.

Yours very truly,

Assistant Treasurer.

66-169-1

159042.03
4900.50
$154,142.53

4824
76.50
4900.50

315
160857.47
154,142.53

151,653.28
9204.19
160857.47

.06 d

.06 d
per
Pelton

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

Franchise

IN-RE

March 8th, 1921.

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

Dear Mr. Banzhaf :

Enclosed please find copy of letter received today from Guedalla.

Sincerely yours,

Dennis F. O'Brien

DFO'B:MM

LAW OFFICES
FRANCIS E. BREWSTER
I. HAZLETON MIRKIL
HAZLETON MIRKIL, JR.
J. MICKLE HEMPHILL

407 LAFAYETTE BUILDING
N. E. COR. 5TH AND CHESTNUT STREETS
PHILADELPHIA

8 March 1921.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City

My dear Mr. Banzhaf:

I have received your two letters of March 3rd with their several enclosures in re Hergesheimer's "Java Head", "Wild Oranges" and "Tol'able David". Mr. Hergesheimer is at present in the South and will not return for more than a month, and since I want to go over these things personally with him I will ask you to await his return before the matter is attended to, unless there is some special reason on your part for expediting it, in which case I will ask you to advise me immediately concerning it and I will arrange to have it looked after.

Yours truly,

J. Mickle Hemphill

JMH/S

GUEDALLA, JACOBSON & SPYER

WINCHESTER HOUSE,
OLD BROAD STREET,
LONDON, E. C. 2

Dennis O'Brien, Esq.
1482 Broadway
New York

8th March, 1921.

Dear Sir, UNITED ARTISTS CORPORATION

Further to ours of the 3rd inst., Major King, on leaving the Court on the 4th inst., in connection with a case in which we were engaged, went to Mr Greenhill's office in Oxford Street. Mr. Greenhill was out, but Mr Wood was in attendance for a few moments, and Mr Greenhill had left the necessary instructions. The manner in which the transaction was carried out partly appears in the enclosed two copy receipts which Major King gave for us.

Major King signed one receipt, you will observe, acknowledging that he had obtained two positive prints of each of the subjects therein mentioned, apparently in good condition, together with the photographs and advertising material, as per the other receipt, relating not merely to the said five subjects, but also relating to "Broken Blossoms" and "Down on the Farm."

We no have:-

"Suds"	three prints
"Pollyanna"	three prints
"Mollycoddle"	three prints
"When the Clouds Roll By"	three prints
"His Majesty the American"	two prints.

We have had no instructions to collect prints of "Broken Blossoms" and "Down on the Farm." This was the first time we had any knowledge that Mr. Greenhill had now any rights in the latter two subjects.

We bear it in mind that these two films, together with "Love Flower" and "Romance" are mentioned in the 10th clause in the agreement with Mr Greenhill.

Major King noted, when he was at Mr. Greenhill's office, that there were two "films" on the table called "Love Flower" and "Romance". It occurred to Major King that these two films were amongst those which should have been handed over, and he particularly asked the young lady, who had charge of the operation of delivery of your prints, whether we were to have these two films also, but she stated that the latter two films did not belong to the United Artists Corporation, and had nothing whatever to do with them, although they had, in fact, been produced by D.W. Griffith. She said they had been obtained by Mr Greenhill from Mr Griffith through an entirely different source.

Mr. Guedalla will (if necessary) get further into touch with Mr Greenhill on this matter on receipt of a reply to our cable of the 4th inst. (copy attached). It may be that Major King received correct information.

Mr. Guedalla thinks that Mr Greenhill, through his said representative, has probably made a correct statement to Major King, because in paragraph 10 (a) (g), to which we are referring it is stated that "Down on the Farm", "Broken Blossoms" and

"Love Flower" are, as stated therein, excepted from the contract. We understood by this phrase that what was intended was that Mr Greenhill had not acquired these three films in any way, except that he was to get "Down on the Farm" by some separate contract. "Romance, however, is not excluded from the contract, but no doubt you already know all about these matters.

In clause 11 (h) it is said that if "Love Flower" is shipped the usual deposit of 200,000 Dollars is to be made, so we presume that Mr. Greenhill must have made some such deposit.

We have safely stored the ten prints, which we have received, with the four others, in Mr. Guedalla's name, in the Winchester Safe Deposit, and we have taken steps for each positive to be insured for £100.

With regard to the advertising material, we are keeping it in this office, as we did not think there was any need to store it in some place absolutely secure from fire. We thought you would be quite willing to take a risk on that.

We are, dear Sir,

Yours faithfully,

GUEDALLA, JACOBSON & SPYER

OBRIEN

1482 BROADWAY
NEW YORK

4th MARCH 1921

GREENHILL DELIVERED FURTHER 2 PRINTS EACH SUDS
POLLYANNA MOLLYCODDLE COULDS ALSO 2/MAJESTY ALTOGETHER
10 PRINTS WITH PHOTOGRAPHS AND ADVERTISING MATERIAL SAID
5 SUBJECTS ALSO BROKEN BLOSSOMS AND DOWN FARM STOP DEPOSITED SAME
SAFE DEPOSIT AND WILL ARRANGE INSURANCE AS PREVIOUSLY STOP
WE NOTED GREENHILL HAD FILMS LOVE FLOWER AND ROMANCE
BUT HIS REPRESENTATIVE CLAIMS NOT PROPERTY UNITED ARTISTS
ARE WE TO CLAIM DELIVERY IF SO HOW MANY COPIES HAS HE
ANYTHING ELSE TO DELIVER

GUEDALLA

4th March 1921.

List of advertising matter
for United Artists
Corporation subjects.

- - - - - - - - - -

"SUDS"

5 sets theatre exploitation aids
1 set 11 x 14 coloured lobby photographs
37 sets 8 x 10 photographs

"POLLYANNA"

4 sets theatre exploitation aids
1 set 11 x 14 coloured lobby photographs
37 set 8 x 10 photographs

"MOLLYCODDLE"

4 sets theatre exploitation aids
1 set 11 x 14 coloured lobby photographs
37 sets 8 x 10 photographs

"WHEN THE CLOUDS ROLL BY"

4 sets theatre exploitation aids
1 set 11 x 14 coloured lobby photographs
37 sets 8 x 10 photographs

"HIS MAJESTY THE AMERICAN"

5 sets theatre exploitation aids
1 set 11 x 14 coloured photographs
1 set 8 x 10 special photographs

"DOWN ON THE FARM"

5 sets theatre exploitation aids
1 set 11 x 14 coloured lobby photographs
1 set 8 x 10 photographs

"BROKEN BLOSSOMS"

5 sets theatre exploitation aids
1 set 11 x 14 coloured lobby photographs
1 set 8 x 10 photographs

5	large	reproductions	of Douglas Fairbanks	
1	"	"	" " "	MOLLYCODDLE
2	"	"	" Mary Pickford	
1	"	"	" " "	SUDS
2	"	"	" DOWN ON THE FARM	
2	"	"	" BROKEN BLOSSOMS	

- - - - - - - - - - - - -

C O P Y

4th March 1921.

Received from Mr Morris Greenhill apparently in good condition, Two positive prints of each of the following United Artists Corporation subjects:-

"SUDS"

"POLLYANNA"

"MOLLYCODDLE"

"WHEN THE CLOUDS ROLL BY"

"HIS MAJESTY THE AMERICAN"

together with all photographs and advertising material as per attached schedule, in respect of the aforementioned subjects, and also "BROKEN BLOSSOMS" and "DOWN ON THE FARM" as received by Mr Greenhill from the United Artists Corporation of New York City.

Sgd W. J. King,

Major

on behalf of F.M. GUEDALLA

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 190 MAIN ST. OPP. NATL. CITY BANK

18NYSY32 NIT

LOS ANGELES CAIF MAR 9

Date Mar 9 1920
No. 8204
To Mrs Godwin
By JR

J C EPPING

CARE D W GRIFFITH STUDIO MAMAMARNECK NY

PLEASESEND ME STATEMENT SHOWING HOW MUCH SALARY I RECD FOR PAST YEAR HAVE TO FILL OUT INCOME TAX WIRE ANSWER MY EXPENSE TO FORTY FIVE HUNDRED SUNSET BOULEVARD LOSANGELES KIND REGARDS

ANDREW D W REID

817A

DW 820

amount rec'd during 1920.
$2530.60

Stories
Hergesheimer

March 9th 1921.

Mr. J. Mickle Hemphill,
407 Lafayette Bldg.,
Cor. 5th and Chestnut Streets,
Philadelphia, Pa.

Dear Mr. Hemphill:

Replying to your favor of the 8th inst. it will be perfectly satisfactory to await Mr. Hergesheimer's return in order to have him re-sign and acknowledge the assignments of "Java Head" and "Wild Oranges" and sign the assignment of "Tolerable David", the former two having been fully paid for some time ago and the latter being purchased and paid for by means of a note which Mr. Epping recently sent to you for $10,000.

If you will kindly take this matter up with Mr. Hergesheimer as soon as he returns I will be greatly obliged to you.

Very truly yours,

AHTB/GD

In the District Court of the United States,

For the Southern District of New York.

IN THE MATTER
OF

WARK PRODUCING CORPORATION,

Alleged Bankrupt.

Read carefully instructions on other side

At City of ~~New York~~ and County San Francisco, in the ~~Southern~~ Northern district of ~~New York~~ California on the 9th day of March, A. D. 1921,

A came F. E. Ostwaldt of City of New York, in the County of New York, in said district of New York, and made oath and says that he is a creditor herein

B ~~a member of the firm of~~

C ~~of deponent and~~

D ~~Treasurer of the~~ a corporation

E ~~incorporated by and under the laws of the State of~~ and that he is duly authorized to make this proof, and that said corporation is authorized to do and doing business in the City of in the County of and State of

that the said WARK PRODUCING CORPORATION

(by or against) whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said creditor in the sum of $ 2542.50

that the consideration of said debt is as follows: Certificates of Indebtedness No. 26 to 30 inclusive. Amount due thereon is $2250, plus bonus $225, plus interest $67.50, making a total of $2542.50 now due from the alleged bankrupt

a statement of said account is hereto annexed and made part hereof; that no part of said debt has been paid, and that there are no set-offs or counter claims against said sum, upon which indebtedness no note has been received and no judgment has been rendered thereon, and this deponent has not, nor has said creditor nor has any person by his or order, or to this deponent's knowledge or belief, for his or use, had or received any manner of security for said debt whatever.

Subscribed and sworn to before me this 9th day of March, A. D., 1921

F. E. Ostwaldt

O. A. Eggers
Notary Public in and for the City and County of San Francisco, State of California.

Notary Public

To ~~WILLIAM BLAU,~~ or HARRY ZALKIN, or MOSES COHEN, or ALBERT H. T. BANZHAF,

The undersigned of the City of New York, in the County of New York, and State of New York,

a creditor of the above named bankrupt does hereby authorize you and each of you to attend the meeting or meetings of creditors of the bankrupt advertised or directed to be held at a court of bankruptcy or at such other place and time as may be appointed by the Court for holding such meeting or meetings, or any adjournment or adjournments thereof that may be held and then and there from time to time and as often as there may be occasion, for said creditor and in said creditor's name, to vote for or against any proposal or resolution that may be then submitted under the act to establish a uniform system of bankruptcy throughout the United States, approved July 1st, 1898, and in the choice of trustee or trustees of the estate of said bankrupt and to accept such appointment of trustees and with like powers to attend and vote at any meeting or meetings of creditors or sitting or sittings of the Court which may be held therein for any of the purposes aforesaid; also to accept any composition proposed by said bankrupt in satisfaction of said creditor's debt, and receive payment of dividends and money due said creditor under any composition or for the declaration of dividend or for any other purpose in said creditor's interest whatsoever.

WITNESS the hand and seal of said creditor the 9th day of March 1921.

In presence of

O. A. Eggers

Y. F. E. Ostwaldt (L. S.)

(OVER)

For Individual or Partnership

~~Southern~~ northern District of ~~New York,~~ California } ss:
County of ~~New York.~~ San Francisco. City and

Be it known that on the 9th day of March, 1921.
before me came F. E. OSTWALT
to me known and known to me to be the individual described in and who executed the foregoing instrument and duly acknowledged to me that he executed the same.

O. R. Eggers
Notary Public
In and for the City and County
of San Francisco, State of California

For Corporation

District of } ss:
County of

Be it known that on the ..... day of 191
before me came ..... to me personally
known, who being by me duly sworn, did depose and say: that he is .....
of ..... the corporation described in
and which executed the foregoing instrument; that deponent knows the corporate seal of the said corporation; that the seal attached to the foregoing instrument is such corporate seal and deponent affixed same to said instrument by order of the Board of Directors of said corporation and signed his name thereto by like order.

.....
Notary Public

NOTE THESE INSTRUCTIONS CAREFULLY

IF INDIVIDUAL—Fill in full name on line A, and sign full name on lines X and Y.
IF CO-PARTNERSHIP—Fill in the full name of the member of the firm who will sign the proof on line A, insert the name of the firm on line B, the full names of the other member or members composing the firm on line C, sign his individual full name on line X, and the firm name per himself on line Y.
IF CORPORATION—Fill in full name of treasurer on line A. The name of the corporation on line D. State under whose laws incorporated, on line E. The treasurer should sign his own full individual name on line X, and the name of the corporation per himself as treasurer on line Y, and AFFIX THE SEAL OF THE CORPORATION.
Have the signatures sworn to (on both sides), before a Notary Public, Commissioner of Deeds, Justice of the Peace, or any other official authorized to administer oaths.
ALWAYS ATTACH DUPLICATE BILLS AND ITEMIZED STATEMENT OF ACCOUNT.

No 28911

U. S. District Court.

IN THE MATTER
OF

WARK PRODUCING CORPORATION

Alleged Bankrupt.

PROOF OF DEBT
AND
POWER OF ATTORNEY

of F. E. OSTWALT

$ 2542.50

BLAU, ZALKIN & COHEN
ATTORNEYS FOR CREDITOR
170 BROADWAY
NEW YORK

NEW ADDRESS
61 CHAMBERS ST.
PHONE BEE-BUS 310 311 WORTH

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

In the District Court of the United States,

For the Southern District of New York

IN THE MATTER
OF

WARK PRODUCING CORPORATION

Alleged Bankrupt.

Read carefully instructions on other side

At Pasadena in the Southern district of California on the day of , A. D. 1921,

A came C. R. Oldershaw of Pasadena in the County of Los Angeles in said district of California and made oath and says that he is a creditor herein

B a member of the firm of ~~composed~~

C ~~of deponent and~~

D Treasurer of the ~~a corporation~~

E ~~incorporated by and under the laws of the State of~~ ~~and that~~ he is duly authorized to make this proof, and that said corporation is authorized to do and doing business ~~in the City of~~ ~~in the~~ County of ~~and State of~~ that the said WARK PRODUCING CORPORATION (by or against) whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said creditor in the sum of $2542.50 that the consideration of said debt is as follows: Certificates of Indebtedness No. 270 to 274 inclusive. Amount due thereon is $2250, plus bonus $225., interest $67.50, making a total of $2542.50 now due from the alleged bankrupt.

a statement of said account is hereto annexed and made part hereof; that no part of said debt has been paid, and that there are no set-offs or counter claims against said sum, upon which indebtedness no note has been received and no judgment has been rendered thereon, and this deponent has not, nor has said creditor nor has any person by his or order, or to this deponent's knowledge or belief, for his or use, had or received any manner of security for said debt whatever.

Subscribed and sworn to before me this day of , A. D., 1921.

x C. R. Oldershaw

Notary Public
ALBERT H. T. BANZHAF

To ~~WILLIAM BLAU, or~~ HARRY ZALKIN, or MOSES COHEN, or

The undersigned of the City of Pasadena in the County of Los Angeles and State of California a creditor of the above named bankrupt does hereby authorize you and each of you to attend the meeting or meetings of creditors of the bankrupt advertised or directed to be held at a court of bankruptcy or at such other place and time as may be appointed by the Court for holding such meeting or meetings, or any adjournment or adjournments thereof that may be held and then and there from time to time and as often as there may be occasion, for said creditor and in said creditor's name, to vote for or against any proposal or resolution that may be then submitted under the act to establish a uniform system of bankruptcy throughout the United States, approved July 1st, 1898, and in the choice of trustee or trustees of the estate of said bankrupt and to accept such appointment of trustees and with like powers to attend and vote at any meeting or meetings of creditors or sitting or sittings of the Court which may be held therein for any of the purposes aforesaid; also to accept any composition proposed by said bankrupt in satisfaction of said creditor's debt, and receive payment of dividends and money due said creditor under any composition or for the declaration of dividend or for any other purpose in said creditor's interest whatsoever.

WITNESS the hand and seal of said creditor the day of 1921.

In presence of

Y C. R. Oldershaw (L. S.)

(OVER)

For Individual or Partnership

Southern DISTRICT OF California } ss:
COUNTY OF ~~Los Angeles~~ Fresno

Be it known that on the 12 th day of March 191 21
before me came C. R. OLDERSHAW
to me known and known to me to be the individual described in and who executed the foregoing instrument and duly acknowledged to me that he executed the same.

Ada L Myers
Notary Public

My Commission Expires Feb. 14, 1924

For Corporation

DISTRICT OF Cal. } ss:
COUNTY OF Fresno

Be it known that on the 12th day of March 192 1
before me came C. R. Oldershaw to me personally
known, who being by me duly sworn, did depose and say: that he is
of Wark Producing Corporation the corporation described in
and which executed the foregoing instrument; that deponent knows the corporate seal of the said corporation; that the seal attached to the foregoing instrument is such corporate seal and deponent affixed same to said instrument by order of the Board of Directors of said corporation and signed his name thereto by like order.

Ada L Myers
Notary Public

My Commission Expires Feb. 14, 1924

No. 28911

U. S. District Court.

IN THE MATTER
OF

~~WARK PRODUCING CORPORATIO~~

Bankrupt.

PROOF OF DEBT
AND
POWER OF ATTORNEY

of C. R. OLDERSHAW

$ 2542.50

~~BLAU~~, ZALKIN & COHEN
ATTORNEYS FOR CREDITOR
170 ~~E~~ BROADWAY
NEW YORK
NEW ADDRESS
61 CHAMBERS ST.

NOTE THESE INSTRUCTIONS CAREFULLY

IF INDIVIDUAL—Fill in full name on line A, and sign full name on lines X and Y.
IF CO-PARTNERSHIP—Fill in the full name of the member of the firm who will sign the proof on line A, insert the name of the firm on line B, the full names of the other member or members composing the firm on line C, sign his individual full name on line X, and the firm name per himself on line Y.
IF CORPORATION—Fill in full name of treasurer on line A. The name of the corporation on line D. State under whose laws incorporated, on line E. The treasurer should sign his own full individual name on line X, and the name of the corporation per himself as treasurer on line Y, and AFFIX THE SEAL OF THE CORPORATION.
Have the signatures sworn to (on both sides), before a Notary Public, Commissioner of Deeds, Justice of the Peace, or any other official authorized to administer oaths.
ALWAYS ATTACH DUPLICATE BILLS AND ITEMIZED STATEMENT OF ACCOUNT.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

In the District Court of the United States,

For the Southern District of New York

IN THE MATTER
OF

WARK PRODUCING CORPORATION

Alleged Bankrupt.

Read carefully instructions on other side

At City of New York in the Southern district of New York on the day of , A. D. 1921,

A came D. W. G. CORPORATION of City of New York, in the County of New York, in said district of New York, and made oath and says that he is a creditor herein

B a member of the firm of composed

C of deponent and

D Treasurer of the a corporation

E incorporated by and under the laws of the State of New York and that he is duly authorized to make this proof, and that said corporation is authorized to do and doing business in the City of New York in the County of New York and State of New York that the said WARK PRODUCING CORPORATION (by or against) whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said creditor in the sum of $60,250. that the consideration of said debt is as follows

a statement of said account is hereto annexed and made part hereof; that no part of said debt has been paid, and that there are no set-offs or counter claims against said sum, upon which indebtedness no note has been received and no judgment has been rendered thereon, and this deponent has not, nor has said creditor nor has any person by his or order, or to this deponent's knowledge or belief, for his or use, had or received any manner of security for said debt whatever.

Subscribed and sworn to before me this 28th day of February, A. D., 1921

x Treasurer

Gertrude Wenneen

Notary Public

Notary Public, Kings County N. Y.
Clerk's No. 189, Register's No. 1977
Certificate filed New York Co. No. 191
New York County Register's No. 1268
Commission expires March 30, 1921

To ~~WILLIAM BLAU, or~~ HARRY ZALKIN, or MOSES COHEN, or ALBERT H. T. BANZHAF

The undersigned of the City of New York in the County of New York and State of New York, a creditor of the above named bankrupt does hereby authorize you and each of you to attend the meeting or meetings of creditors of the bankrupt advertised or directed to be held at a court of bankruptcy or at such other place and time as may be appointed by the Court for holding such meeting or meetings, or any adjournment or adjournments thereof that may be held and then and there from time to time and as often as there may be occasion, for said creditor and in said creditor's name, to vote for or against any proposal or resolution that may be then submitted under the act to establish a uniform system of bankruptcy throughout the United States, approved July 1st, 1898, and in the choice of trustee or trustees of the estate of said bankrupt and to accept such appointment of trustees and with like powers to attend and vote at any meeting or meetings of creditors or sitting or sittings of the Court which may be held therein for any of the purposes aforesaid; also to accept any composition proposed by said bankrupt in satisfaction of said creditor's debt, and receive payment of dividends and money due said creditor under any composition or for the declaration of dividend or for any other purpose in said creditor's interest whatsoever.

WITNESS the hand and seal of said creditor the 28th day of February 191

In presence of

Gertrude Wenneen.

D. W. G. CORPORATION

Y (L. S.)

Treasurer

(OVER)

For Individual or Partnership

DISTRICT OF } ss:
COUNTY OF

Be it known that on the ..... day of 191

before me came .....

to me known and known to me to be the individual described in and who executed the foregoing instrument and duly acknowledged to me that he executed the same.

.....

Notary Public

For Corporation

Southern DISTRICT OF New York } ss:
COUNTY OF

Be it known that on the New York day of 191 21

before me came J. C. Epping to me personally known, who being by me duly sworn, did depose and say: that he is Treasurer of D. W. G. CORPORATION, the corporation described in and which executed the foregoing instrument; that deponent knows the corporate seal of the said corporation; that the seal attached to the foregoing instrument is such corporate seal and deponent affixed same to said instrument by order of the Board of Directors of said corporation and signed his name thereto by like order.

Gertrude Denneen

Notary Public

Notary Public, Kings County
Clerk's No. 189, Register's No. 1077
Certificate filed New York Co. No. 191
New York County Register's No. 1268
Commission expires March 30, 1931

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

No .....

U. S. District Court.

IN THE MATTER
OF

WARK PRODUCING CORPORATION

Alleged Bankrupt.

PROOF OF DEBT
AND
POWER OF ATTORNEY

of D. W. G. CORPORATION

$ 60,250.

BLAU, ZALKIN & COHEN
ATTORNEYS FOR CREDITOR
170 BROADWAY
NEW YORK
51 CHAMBERS ST.
PHONES: COrtlandt 8-0600 BE 3-0177

NOTE THESE INSTRUCTIONS CAREFULLY

IF INDIVIDUAL—Fill in full name on line A, and sign full name on lines X and Y.
IF CO-PARTNERSHIP—Fill in the full name of the member of the firm who will sign the proof on line A, insert the name of the firm on line B, the full names of the other member or members composing the firm on line C, sign his individual full name on line X, and the firm name per himself on line Y.
IF CORPORATION—Fill in full name of treasurer on line A. The name of the corporation on line D. State under whose laws incorporated, on line E. The treasurer should sign his own full individual name on line X, and the name of the corporation per himself as treasurer on line Y, and AFFIX THE SEAL OF THE CORPORATION.
Have the signatures sworn to (on both sides), before a Notary Public, Commissioner of Deeds, Justice of the Peace, or any other official authorized to administer oaths.
ALWAYS ATTACH DUPLICATE BILLS AND ITEMIZED STATEMENT OF ACCOUNT.

March 10th 1921.

Mr. A.L. Goodwillie,
% Messrs. Counselman & Co.,
112 West Adams St.,
Chicago, ILL.

Dear Mr. Goodwillie:

Replying to your favor of the 2nd inst. I am enclosing herewith supplemental statement to be filed in Class "C" under the Illinois Security Law, as per your request. I have retained a copy thereof for my files.

Very truly yours,

AHTB/GD
Enc.

UNITED STATES DISTRICT COURT
Southern District of New York

IN THE MATTER -of- WARK PRODUCING CORPORATION, Alleged Bankrupt.	No.28911 OFFER of COMPOSITION

To HON. JOHN J.TOWNSEND, Referee in Bankruptcy, and the creditors of the alleged bankrupt herein:

The undersigned, whose schedules of creditors have been previously duly filed in the office of the Clerk of this Court, desires to offer a composition before adjudication and having been examined in open Court hereby makes the following offer: to pay 100 per cent. of the claims of its creditors allowed or to be allowed, except as entitled to priority in this proceeding, payable as follows:

25 per cent. in cash; and the balance in six (6) promissory notes of the alleged bankrupt, payable as follows:

10 per cent. on May 1,1921
10 per cent. on September 1,1921
20 per cent. on December 31,1921
15 per cent. on May 1,1922
10 per cent. on September 1,1922
10 per cent. on December 31,1922

all of which notes are to be endorsed by D.W.Griffith.

NEW YORK, March 10,1921

WARK PRODUCING CORPORATION,
by
Treasurer

No.28911

UNITED STATES DISTRICT COURT
Southern District of New York

IN THE MATTER

-of-

WARK PRODUCING CORPORATION,

Alleged Bankrupt

OFFER of COMPOSITION.

ZAIKIN & COHEN,
Attorneys for Petitioning
Creditors,
Office & P.O. Address:
51 Chambers Street,
New York City

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ZALKIN & COHEN
COUNSELORS AT LAW

HARRY ZALKIN
MOSES COHEN

LEWIS H. SAPER
EDWARD REES
NATHAN COPLAN
DAVID M. PALLEY

PHONE 0308 0309 0310 0311 WORTH

49 CHAMBERS STREET
NEW YORK

March 11, 1921.

Mr. Albert H. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf: Re Wark Producing Co.

Just as soon as you advise me that you have the waivers and the notes, I will arrange for the necessary details.

I hope you have filed your offer of composition after I left you yesterday.

Very truly yours,

Harry Zalkin

HZ.SM

Wark Bkruptcy

March 11th 1921.

Miss Lillian D. Gish,
Savoy Hotel,
5th Ave., & 59th Street,
New York City.

Dear Miss Gish:

Will you kindly sign the within consent waiving payment of the 25% cash and deliver notes in the Wark Bankruptcy matter on account of your certificates of indebtedness. We will not ask you to waive the payment of the indebtedness finally, but are only acking this in order that we may pat through the composition agreement in order that we may pay all of the creditors who are not intimate friends of the Corporation.

Thanking you on behalf of Mr. Griffith for consenting to waive payment in this matter at this time, I remain, with kindest regards to you, your mother and Dorothy,

Very truly yours,

AHTB/GD
Enc.

Palmer

ARTHUR S. FRIEND
ATTORNEY AT LAW
366 MADISON AVENUE
NEW YORK

March 11, 1921

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

My dear Albert,

I am disappointed not to have had a reply to my last letter re Palmer's claim against the Griffith Company.

He has now returned to the city and is insistent upon an adjustment. I wish accordingly, you would arrange for a conference on either late Monday afternoon or some time Tuesday. I am also writing to Mr. Benoist who, I understand, you desire to have present.

Yours very truly,

Arthur S. Friend
E.J.

ASF-EF

Counselman & Co.
112 West Adams Street
Chicago

March 12th, 1921.

Mr. Albert H. T. Banzhaf,
With Banzhaf & Pembleton,
2 Rector St.,
New York, N. Y.

Dear Mr. Banzhaf:

I am in receipt of your letter of March 10th, enclosing supplemental statement, and thank you for your attention to this matter.

Yours very truly,

A. L. Goodwillie

ALG:T

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

March 12th 1921.

Report of Laboratory Work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		1009		
Broken Blossoms		792		
Greatest Question		6746		
Idol Dancer		11280		
Ghost In The Garret		26116		
commercial -Marshall Neilan		7456		
Lab. Machine Tests	49			
Picture U-2			18535	20291
	49	53399	18535	20291

Positive film used

Eastman stock	32841
Bay State stock	13747
Belgian stock	25395
	71983

Negative film used.

Eastman - - -	20291

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

March 12 th,1921.,

Received from D.W.Griffith Inc. Pay Roll Check #6876
to the amount of $1000. one thousand dollars for week ending
May 29nth,1920.

Lillian Gish
SIGNED.

Mamaroneck, N. Y.
March 12, 1921.

Price Waterhouse Company,
New York, N. Y.

Gentlemen:

Please be advised that Mr. Griffith has compensated this ranch manager for losses incurred by him in citrus ranch management to the extent of $3600.00

Very truly yours,

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 195 BROADWAY, N. Y.

B40GS 37 NL 1921 MAR 13 PM 11 25

PASADENA CALIF 13

ALBERT H T BANZHAS 8281

2 RECTOR ST NEWYORK NY

WILL YOU MR GRIFFITH OR ASSOCIATES BUY MY CLAIM IN WARK COMPANY AT A DISCOUNT WILL TAKE FOUR THOUSAND FIVE HUNDRED DOLLARS IF I CAN HAVE CASH IMMEDIATELY WIRE IF ANYONE INTERESTED AM LEAVING TOWN LATE TUESDAY

LEWIS J HAMPTON.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, March 14, 1921.

66-171-4

George T. Scherzinger
Assistant Treasurer

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N. Y.

Gentlemen:

We have today received check of the United Artists Corporation for $7,465.36 and check of the United Artists Corporation, Ltd. on the Dominion Bank for $262.50, which, after discounting the latter at 12¾%, or $33.47, we have applied in reduction of your time loan dated November 15, 1920, to $146,448.08.

Yours very truly,

G. T. Scherzinger

Assistant Treasurer.

315,000.—
168,551.86
146448.14

262.50
33.47
229.03

159118.64
9433.22
168551.86

still due .06
letter not to replace G.T.

D. W. Griffith Ranch

San Fernando, California

March 14, 1921.

Mr. J. C. Epping
D. W. Griffith Studio
Orienta Point
Mamaronack, N.Y.

Dear Mr. Epping:

Your check for February and letter of March 8th received this morning.

In regard to "Hinkle note", I received Mr. Banzhaf's personal check on February 17th and immediately indorsed same over to the bank so as to stop the interest, however, Mrs. Hinkle would not give a release until the check had been cashed, consequently I had to wait for returns from New York. On March 3rd I received the release and on the following day placed it on record. It was returned to me in this morning's mail and you will find same inclosed herewith.

The certificate of title to above I believe are in Mr. Banzhaf's possession.

I also inclose herewith my receipt from the bank for $2154.10, together with receipt for exchange charge, also receipted bills for advertising ranch last summer.

Trusting this proves to be satisfactory, I am

Yours very truly,

Carl Sternlow

$50,000.00 March 14th 1921 19

On June 14th 1921. after date we promise to pay to

the order of D. W. Griffith.

FIFTY THOUSAND AND NO/100 Dollars

at Central Union Trust Co. #80 B'way , New York City. N.Y.

Value received with interest at ___ per cent per annum.

D.W.Griffith Incorp.

No. Due June 14th 1921.

Treasurer

MINUTES of the Annual General Meeting of the Shareholders of United Artists Corporation Limited, held at the Company's offices, 15 Adelaide Street West, Toronto, on Monday the 14th day of March, 1921, at the hour of 3.00 o'clock in the afternoon.

PRESENT:

HIRAM ABRAMS,
DENNIS F. O'BRIEN by proxy Hiram Abrams,
NATHAN BURKAN by proxy Hiram Abrams,
UNITED ARTISTS CORPORATION by proxy Hiram Abrams,

being a quorum of the Shareholders of the Company.

The President Mr. H. Abrams took the Chair pursuant to the By-Laws of the Company, and, in the absence of the Secretary, Mr. Abrams, on the unanimous approval of all the Shareholders present or represented at this meeting also acted as Secretary.

The Secretary then read a waiver of notice of this meeting signed by all the Shareholders of this Company, and it was directed that the said waiver be annexed as Schedule "A" to these minutes.

Upon the unanimous approval of all Shareholders present or represented at this meeting, the Chairman declared this meeting to have been regularly called and properly constituted for the transaction of business.

It was unanimously resolved that the reading of the list of shareholders be dispensed with and that those present do give their names and the names of any shareholders they represent to the Secretary with the number of shares they represent.

The Secretary then reported the following to be a list of the shareholders present or represented at this meeting, with the amount of shares held by each, set opposite their respective names:-

Shareholders	Shares
Hiram Abrams	One
Dennis F. O'Brien by proxy H. Abrams	One
Nathan Burkan by proxy H. Abrams	One
United Artists Corporation by proxy H. Abrams	Ninety-five

The Secretary reported that a total of ninety-seven shares were represented by proxy in favour of Mr. H. Abrams. The original proxies were directed to be filed with the records of the Company together with a list of the names and amount of shares held.

The minutes of the last annual meeting of the Shareholders held on the 8th day of March 1920, were then read to the meeting by the Secretary and upon unanimous approval were directed to be signed as correct.

The Chairman then presented a report of the Board of Directors marked as Schedule "B" to these minutes and moved its adoption. Mr. H. Abrams, seconded the motion of the Chairman and the resolution adopting the report was then put to the meeting and carried.

The following resolution was passed by the unanimous vote of all shareholders represented at this meeting;-

RESOLVED that all accounts, contracts, debts, by-laws, proceedings, elections, uses and payments of money, by the Board of Directors or by the officers of the Company since the last annual meeting as set forth in the minutes of the Board of Directors be and the same are hereby approved, ratified and confirmed.

The meeting then proceeded to the election of a Board of Directors for the ensuing year.

Nominations for the Board of Directors were then called for, Mr. H. Abrams nominating the following:-

Albert T. H. Banzhaf
Dennis F. O'Brien
Mrs. Charlotte Pickford
Nathan Burkan
Hiram Abrams.

No further nominations having been received, on motion duly made and seconded and unanimously carried the Secretary was instructed to cast a single ballot of the meeting for the election of the foregoing as Directors of the Company to serve until the next annual meeting of the Shareholders.

The Secretary then cast a ballot for each of the above named persons as Directors and the Chairman thereupon declared the persons above named duly elected Directors of the Company for the ensuing year.

The Chairman then submitted to the meeting the following statement of the Company's affairs and it was directed that the same be annexed as Schedule "C" to these minutes. After due consideration by the meeting, the said statement of the Company's affairs was unanimously approved, ratified and adopted.

Upon motion duly made and seconded and unanimously carried Mr. M. E. Praeger, was appointed Auditor of the Company to hold office until the next annual meeting, unless previously removed by a resolution of the Shareholders.

There being no further business the Chairman declared the meeting adjourned.

Sgd. Hiram Abrams
Chairman.

Sgd. Hiram Abrams
Secretary.

CLASS OF SERVICE	
Telegram	X
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

MARCH 15 1921

LEWIS J HAMPTON
Room 219 CITIZENS BANK BUILDING
PASADENA CALIFORNIA

ON ACCOUNT OF FINANCIAL STRINGENCIES DO NOT KNOW ANYONE

WHO WILL BUY YOUR WARK NOTES REGARDS

BANZHAF

CHG Albert H. T. Banzhaf
Room 1615 2 Rector Street

Make Check Payable to

GEORGE M. FISHER, State Treasurer

Waives Corp

State of Delaware

Treasury Department

Dover, Del. _____ 19

D. W. G. Corp.

Corp. Fr. Co of A.

To THE STATE OF DELAWARE, Dr.

To Franchise Tax for year 1920, Due March 15 1921	25	00
Penalty - - - - - - - - - - - -		
To Franchise Tax for year 192 , Due March 19		

RECEIVED PAYMENT
JUN 30 1921
GEORGE M. FISHER,
STATE TREASURER, DOVER, DEL.
per [illegible]

All Taxes Not Paid before the first of July next following date upon which they are due are liable to a penalty of one per centum of amount per month from said July 1st until date of payment. This penalty should be included when making remittance.

Charters of Corporations, two years in arrears for tax, ***Become Void,*** by operation of law, upon the Wednesday after the third Tuesday in March.

☞ *Please return this statement with remittance to be receipted.*

MINUTES OF REGULAR MEETING
of the
BOARD OF DIRECTORS
of the
UNITED ARTISTS CORPORATION.

Held on March 15th, 1921, at 4 o'clock P.M.

PRESENT:
HIRAM ABRAMS
ALBERT H.T.BANZHAF DIRECTORS
DENNIS F. O'BRIEN

In attendance:

M.E.Prager.

During the meeting Mr. Burkan communicated by telephone and a summary of the matters that were to be considered at the meeting were communicated to him.

Mr. Abrams acted as Chairman of the meeting, and Mr. Banzhaf, as Secretary.

The minutes of the former meeting were read and approved.

Mr. O'Brien reported on the negotiations relative to the distribution of the pictures of George Arliss;also Rex Beach.

Mr. Abrams and Mr. O'Brien reported concerning negotiations for the distribution of a motion picture to be based upon "Peg O' My Heart".

Mr. Abrams reported on negotiations for the picture " A DOLL HOUSE" by Nazimova.

Mr. O'Brien read to the meeting the letter of instructions which he had given to Mr. Abraham C. Berman, addressed to Guedella, Jacobson and Spyer, relative to the organization of the Allied Artists Company Ltd.,which is to market various pictures in the British Isles, that are marketed by the United Artists in this country, and the resolution was made, seconded and unanimously adopted confirming those directions.

Mr. Abrams stated to the meeting that it would be advisable to market in connection with Cuba, our pictures in Haiti, Jamaica Porto Rico, Leeward Isles, Windward Isles and the Bahamas, and the resolution was made, seconded and unanimously adopted, authorizing Mr. Abrams to negotiate with the artists for the right to market their pictures in the additional territory pursuant to the provisions of the existing contracts.

Mr. Abrams and Mr. Banzhaf reported concerning the progress that was being made by the N.A. of M.P.Producers, relative to the threatened censorship laws of various states, also about the request of such association that the producer of each motion picture contribute the sum of Five Hundred Dollars($500) towards the Censorship Fund. The resolution was made, seconded and unanimously adopted that the President be authorized to contribute the sum of Five Hundred Dollars($500)for five pictures, reserving the right to cease to contribute further thereafter.

The question of marketing the pictures of the artists in South America was considered at length, and Mr. Abrams was authorized to negotiate with the so-termed Fox Organization relative to using the exchanges of the Fox Organization in South America, with our own employees and officials to market the pictures of the artists in that territory, and report same at a subsequent meeting.

The question of marketing the pictures of the artists in other foreign countries was considered, and the resolution was made, seconded and unanimously adopted, authorizing Mr. Abrams to negotiate with the artists for the right to market their pictures in the additional territory, pursuant to the provisions of existing contracts.

Mr. Abrams is to report the results of this negotiation to the directors of the subsequent meeting.

No further business coming before the meeting, the meeting adjourned.

_____
Secretary

TELEPHONES { Sunset Main 8000 / Home 60421

STATEMENT

Firm 21—10M—2-21

Los Angeles, Cal., March 15 1921

LOS ANGELES EVENING HERALD

AN INDEPENDENT NEWSPAPER

134 S. Broadway

IN ACCOUNT WITH

M D. W. Griffith Ranch
c/o E. Sternlode

1920

			Balance Bill Rendered
8/19	38141	—	3.20

$3.20

RECEIVED PAYMENT

MAR 15 1921

Evening Herald Publishing Co.

By

62

March 15th 1921.

Mr. Charles V Duffy,
Collector of Internal Revenue,
Newark, New Jersey.

Sir:

Enclosed please find Income Tax return for the year 1920 of the D. W. G. Corporation

Very truly yours,

ALBERT H. T. BANZHAF

MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

$50,000.00 not disc

March 15th 1921 19

On June 15th 1921. after date we promise to pay to

the order of D. W. Griffith.

FIFTY THOUSAND AND NO/100 Dollars

at Central Union Trust Co. #80 B'way, New York City. N.Y.

Value received with interest at 7 per cent per annum.

No. 30378 Due June 15th 1921.

D.W.Griffith Incorp.

Treasurer

CENTRAL UNION TRUST COMPANY OF NEW YORK
MAY 11 1921
PAID

D. W. Griffith

D. W. Griffith Inc.
by Albert Banzhaf
Sec.

MUSEUM OF MODERN ART FILM LIBRARY
NOTTAGE COLLECTION

March 15th 1921.

Collector of Internal Revenue,
1150 Broadway,
New York city.

Dear Sir:

Enclosed herewith please find Income Tax Return of the David W. Griffith Corporation for the year 1920.

Very truly yours,

ALBERT H. T. BANZHAF

MD

D. W. GRIFFITH COLLECTION
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Form 1120
U. S. Internal Revenue

THIS RETURN SHOULD BE FILED NOT LATER THAN THE 15TH DAY OF THE THIRD MONTH FOLLOWING THE CLOSE OF THE TAXABLE PERIOD

CORPORATION INCOME AND PROFITS TAX RETURN

FOR CALENDAR YEAR 1921

Or for period begun ....., 1920, and ended ....., 1921

PRINT PLAINLY CORPORATION'S NAME AND BUSINESS ADDRESS

David W. Griffith Corp.
(Name.)

1476 Broadway
(Street and number.)

New York City
(Post office and State.)

Page 1 of Return
(DO NOT WRITE IN THESE SPACES)
Examined by

FIRST PAYMENT
$
(Cashier's Stamp)

CASH CHECK M. O. CERT. OF IND.

KIND OF BUSINESS Rentals of motion picture films IS THIS A CONSOLIDATED RETURN? No

SCHEDULE A—TAXABLE NET INCOME.

GROSS INCOME.		
1. Gross sales, less returns and allowances	$	
2. Less cost of goods sold, exclusive of items called for separately below (from Schedule A2)		$
3. Gross income from operations other than trading or manufacturing, less allowances (from Schedule A3)		
4. Taxable interest on Liberty Bonds, etc. (from Schedule A4)		
5. Taxable interest from all other sources		
6. Rents		
7. Royalties		
8. Share of net income earned by personal service corporation (whether received or not)		
9. Dividends on stock of foreign and domestic corporations		
10. Gross income from all other sources (not including any amount reported in Item 23, below) (from Schedule A10)		
11. Total of Items 1 to 10		$
DEDUCTIONS.		
12. Expenses (except amounts reported in Item 2 above, or called for separately below) (from Schedule A12)	$	
13. Compensation of officers (in whatever form paid) (from Schedule A13)		
14. Repairs (including labor, supplies, etc.) (from Schedule A14)		
15. Interest (see page 2 of Instructions, paragraph 9)		
16. Taxes (from Schedule A16)		
17. Bad debts (from Schedule A17)		
18. Exhaustion, wear and tear (including obsolescence) (from Schedule A18)		
19. Depletion (from Schedule A19)		
20. Amortization of war facilities (from Schedule A20)		
21. Total of Items 12 to 20		$
22. Item 11 minus Item 21		$
23. Profit or loss on sales of capital assets and miscellaneous investments (from Schedule A23)	$	
24. Losses by fire, storm, etc. (From Schedule A24.) (Extend difference between or sum of Items 23 and 24)		
25. Net income exclusive of deductions for dividends (Item 22 minus 24, extended)		$
26. Dividends deductible under Section 234(a) 6 of the Revenue Act of 1921, (from Schedule A26)		
27. Net Income (Item 25 minus Item 26) (If return is for a period less than twelve months, see page 1 of Instructions, paragraph 10)		$

SCHEDULE B—INVESTED CAPITAL.

1. Capital, surplus, and undivided profits at beginning of taxable period (from Schedule E, Item 11)	$ 14,963.80
2. Plus adjustments by way of additions (from Schedule F, Item 4)	
3. Total	$
4. Less adjustments by way of deductions (from Schedule G, Item 7)	
5. Remainder	$
6. Plus or minus changes in invested capital during taxable period (net Increase or Decrease from Schedule H)	
7. Total (or Remainder)	$
8. Less deduction on account of inadmissible assets (from Schedule J)	
9. Invested capital for taxable period	$ 14,963.80

SCHEDULE C—EXCESS PROFITS CREDIT.

1. Eight per cent of invested capital for taxable period (Item 9 of Schedule B)	$
2. Exemption ($3,000) (except for a foreign corporation or a corporation satisfying the conditions provided in Section 262 of the Act)	
3. Excess Profits Credit (Item 1 plus Item 2)	$

SCHEDULE D—COMPUTATION OF TAXES.

1. Brackets.	2. Net Income (Item 27, Schedule A).	3. Excess Profits Credit (Item 3, Schedule C).	4. Balance Subject to Tax.	5. Rate.	6. Amount of Tax.
1. Net income, not in excess of 20% of invested capital	$	$	$	20%	$
2. Balance of net income				40%	
3. Totals computed under Section 301(a)	$	$	$		$
4. Excess Profits Tax, if computed under Sections 302, 303, 304(c) or 337 of the Revenue Act of 1921 (see page 2 of Instructions, paragraph 14)					$

5. Net income (Item 27, Schedule A)		$	11. Income tax (10% of Item 10) $
6. Less: Taxable interest on obligations of United States (Item 4, Schedule A)	$		12. If net income does not exceed $25,200, enter amount in excess of $25,000 $
7. Excess profits tax (Item 3 or 4 whichever is smaller, in column 6, Schedule D); or			13. Total tax (Item 3 or 4 the lesser, or 8, plus Items 11 and 12)
8. Profits taxes, if income from Government contracts exceeds $10,000 (Item 16, Form 1120S)			14. Less: Income and profits taxes paid to foreign countries or possessions of the United States. (Attach Form 1118) $
9. Exemption $2,000, for domestic corporation having a net income not exceeding $25,200			15. Tax paid at the source. (See Section 237 of the Revenue Act of 1921)
10. Balance (Item 5, less Items 6, 7, and 9, or Items 6, 8, and 9)		$	16. Balance of tax (Item 13 minus Items 14 and 15) $

An amended return must be plainly marked "Amended."

Checks and drafts will be accepted only if payable at par.

2—10475

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SCHEDULE E.—CAPITAL, SURPLUS, AND UNDIVIDED PROFITS AS SHOWN BY BOOKS BEFORE ANY ADJUSTMENTS ARE MADE THEREIN.

E4. Stock actually outstanding at the end of the preceding taxable period should be entered in this schedule to the extent that it is paid up. If stock or shares were issued at a nominal value or without par value the entries should reflect the amounts on the books in respect thereof at the close of the preceding taxable period.

E5. This item should include paid-in surplus as shown by books at the end of the preceding taxable period. If any amount is claimed under Section 326(a) 2 of the Revenue Act of 1921, the amount claimed should be entered under Item 1, Schedule F, and not in this schedule.

E7. Reserves which represent allocations of surplus and were not accumulated through deductions made in computing net income as returned in previous years may, if properly explained, be entered as Item 7. Such entries should be identified and if necessary reconciled with balance-sheet reserves.

E10. If the corporation had on hand at any time during the taxable period any treasury stock, copies of the journal entries covering the original issuance, repossession and any subsequent adjustments should be furnished. Treasury stock includes all stock reacquired by the corporation and not canceled, regardless of the reason for the reacquisition.

Item.	Amount.
Capital stock paid up and actually outstanding at the close of the preceding year:	
1. First preferred	$
2. Second preferred	
3. Common	10000-
4. TOTAL	$ 10000-
Surplus and undivided profits:	
5. Paid-in surplus	
6. Earned surplus and undivided profits	4963.80
7. Reserves, additions to which are not deductible in computing net income (to be reconciled with balance-sheet items)	
8. Other items (to be detailed)	
9. TOTAL OF ITEMS 4, 5, 6, 7, AND 8	$ 14963.80
10. Deduction on account of treasury stock	
11. Capital and surplus at beginning of taxable period as shown by books	$ 14963.80

SCHEDULE F.—ADJUSTMENTS BY WAY OF ADDITIONS.

F1. If an addition to invested capital is claimed in Item 1, Schedule F, submit a statement showing (*a*) the kind of property, (*b*) the year in which it was paid in, (*c*) from whom acquired, explaining his relationship to the corporation, (*d*) the actual cash value of such property at the date when paid in, (*e*) the par value of stock or shares issued therefor and the amount at which such property was entered in the accounts, (*f*) the basis upon which the actual cash value of the property was determined and the date when such determination was made, and (*g*) the amount of depreciation sustained on such property from the date of acquisition to the beginning of the taxable period.

F2. If an addition to invested capital is claimed in Item 2, Schedule F, submit a statement showing (*a*) the kind of property, (*b*) the year in which it was acquired, (*c*) its cost, (*d*) the amount of depreciation sustained on such property from the date of acquisition to the beginning of the taxable period. State also whether each item sought to be restored was actually used or usable at the beginning of the taxable period. Were these expenditures, when made, written off in lieu of depreciation? ---------- If so, explain what adjustments have been made to provide for depreciation in view of the proposed restoration to surplus. Additions in this item are cumulative to the beginning of the taxable period. For all additions hereunder provision must be made for depreciation to the beginning of the taxable period.

F3. If any addition to invested capital is claimed in Item 3, Schedule F, state specifically the amount of depreciation written off each year in the books of the company and the amount allowed as a deduction in computing net income. Additions to this item are cumulative to the beginning of the taxable period.

Item.	Amount.
1. Actual cash value of tangible property clearly and substantially in excess of par value of stock issued therefor or of the cash or other consideration paid therefor (see Section 326 (a) 2 of the Revenue Act of 1921)	$
2. Additions to surplus (see Section 326 (a) 3 of the Act)	
3. Depreciation or depletion charged in the accounts of the corporation but disallowed by the Department as a deduction on income tax returns	
4. TOTAL	$

SCHEDULE G.—ADJUSTMENTS BY WAY OF DEDUCTIONS.

G1. Is any patent, copyright, secret process, or formula, good will, trade-mark, trade brand, franchise, or other similar intangible property, paid in for stock, carried as an asset by the corporation? No If not entered specifically as such, is the intangible value merged under any other title or titles on the books or balance sheets submitted with this return? No Is it entered on the books at a value in excess of its actual cash value when paid in? No In excess of the par value of the stock issued therefor? ---------- Is the aggregate of such assets acquired prior to March 3, 1917, entered on the books at a value in excess of 25 per cent of the par value of the stock outstanding on March 3, 1917? No Is the aggregate of such assets entered on the books at a value in excess of 25 per cent of the par value of the stock outstanding at the beginning of the taxable period? No

If the answer to any of the foregoing questions is "yes," submit a statement showing separately with respect to such assets acquired (1) before March 3, 1917, and (2) on or after that date, (*a*) date of acquisition; (*b*) cash value at that date, with a complete explanation of the basis upon which such cash value was determined; (*c*) par value of the stock issued therefor; (*d*) par value of total stock outstanding March 3, 1917; (*e*) par value of total stock outstanding at the beginning of the taxable period; (*f*) the value at which such assets are entered on the books of the corporation.

If all the intangibles were acquired before March 3, 1917, the amount by which (*f*) exceeds (*b*), (*c*), 25 per cent of (*d*), or 25 per cent of (*e*), whichever is lowest, must be entered as Item 1, Schedule G, for the taxable period.

If the intangibles were acquired on or after March 3, 1917, the amount by which the entry in (*f*) relating to such intangibles exceeds (*b*) or (*c*) relating thereto, or 25 per cent of (*e*), whichever is lowest, must be included in Item 1, Schedule G, for the taxable period: *Provided*, That if intangibles were acquired before March 3, 1917, and also on or after that date, deduction shall be made so that the amount included in invested capital for the aggregate of intangibles shall not exceed 25 per cent of the par value of the total stock outstanding at the beginning of the taxable period.

NOTE.—If the stock of the corporation was issued at a nominal value or without par value, for the purpose of the computation under Item 1, the par value shall be deemed to be the fair market value as of the date or dates of issue. The aggregate value so determined of stock outstanding on March 3, 1917, or at the beginning of the taxable period, shall be the basis for the computation.

G2. Is any tangible property, paid in for stock, carried as an asset by the corporation? No If so, is it entered on the books at a value in excess of its actual cash value when received? ---------- In excess of the par value of the stock paid therefor? ----------

If the answer to either of the last two questions is "yes," submit a statement showing (*a*) kind of property, (*b*) when acquired, (*c*) par value of the stock paid therefor, (*d*) actual cash value of the property when paid in, (*e*) the basis on which that value was determined, (*f*) value at which the property is entered on the corporation's books, and (*g*) amount by which such value exceeds the allowable value under Section 326 (a) 2 of the Revenue Act of 1921. Enter this amount as Item 2, Schedule G, for the taxable period.

G3. Was the business reincorporated, reorganized, or consolidated or was its ownership changed or was there a change in ownership of property after March 3, 1917? No If so, answer the following questions:

(*a*) Did an interest of 50 per cent or more in the business or in the property which changed ownership remain in the control of the same persons, corporations, associations, or partnerships, or of any of them? ----------

(*b*) Were any of the assets entered on the books of the corporation making this return at a higher value than on the books of its predecessor? ----------

(*c*) If such previous owner was not a corporation, attach a statement showing (1) the cost of acquisition to the previous owner of any asset so transferred or received, (2) expenditures subsequent to that date for betterment or development not deducted as expense or otherwise since March 1, 1913, by such previous owner, (3) the allowance for depreciation, depletion, or impairment since the date of acquisition by such previous owner.

(*d*) If all, or substantially all of the property was acquired from a corporation during the taxable period, attach hereto balance sheets of such predecessor corporations as at the beginning of the taxable period and as at the date immediately prior to the transfer of the property to the corporation making the return, and also a balance sheet or statement of the corporation making this return showing the values at which such property received or transferred were entered on the books.

For the purpose of determining invested capital each asset so transferred shall be allowed a value (*a*) not greater than would have been allowed to the previous owner, if a corporation; or, (*b*) if not a corporation, at its cost to such previous owner, with proper adjustments for losses and improvements.

G4. Is any property (including physical property, securities, and intangible property) paid for with cash or with other tangible property entered on the books of the corporation at a value in excess of the amount of cash paid therefor or the actual cash value of the tangible property paid therefor? ---------- If so, submit a statement showing (*a*) kind of property, (*b*) amount of cash paid therefor, (*c*) actual cash value of other tangible property paid therefor, (*d*) how that value was determined, (*e*) value at which the property is entered on the books of the corporation, and (*f*) excess of (*e*) over (*b*) or (*c*). This excess must be entered as Item 4, Schedule G, for the taxable period.

G5. Has adequate provision been made in the accounts of the corporation for (*a*) losses of every kind? ----------, (*b*) depreciation? ----------, (*c*) obsolescence? ----------, (*d*) depletion of mineral deposits, timber supplies, and the like? ----------

If adequate charge has not been made for depreciation, depletion, obsolescence, and other losses, and the value of the property has not been maintained by replacements that have been charged to expense, proper additional charges therefor must be computed for all years in which they were not made on the books, and the total amount of such charges must be entered as Item 5, Schedule G.

G6. Did the corporation ever receive a stock dividend on stock owned in another corporation? ---------- If the answer is "yes," state in detail for each stock dividend received, (*a*) date received, (*b*) from whom received, (*c*) number of shares received, (*d*) par value of shares received, (*e*) value at which entered on its books of account, (*f*) whether or not surplus was increased by this value. If answer to (*f*) is "yes," enter the amount by which surplus was increased as Item 6, Schedule G. If answer is "no," state the account in which it was included, (*g*) date of sale of any of the shares of stock received as a stock dividend, (*h*) number of shares sold, (*i*) amount received therefor.

NOTE.—If answers to the foregoing questions indicate that stock dividends received at any time have been treated as an increase of surplus, and such increase is reflected in the computation of invested capital in returns for any or all of the taxable periods 1917, 1918, 1919, and 1920, amended returns should be filed for such taxable period or periods in which this error occurred.

Item.	Amount.
1. Valuation of patents, copyrights, secret processes, or formulæ, good will, trade-marks, trade brands, franchises, or other intangible property	$
2. Valuation of tangible property paid in for stock	
3. Valuation of assets acquired in reorganizations	
4. Appreciation	
5. Depreciation, depletion, and other losses	
6. Stock dividend on stock held in another corporation	
7. TOTAL DEDUCTION	$

SCHEDULE H.—CHANGES IN INVESTED CAPITAL DURING TAXABLE PERIOD.

1. Changes in invested capital during the taxable period ordinarily arise in one or more of the following ways:

Additions—

(*a*) By sale of capital stock for cash or by the issue of capital stock for tangible or other assets.

(*b*) By payment of assessments by stockholders or by creation of paid-in surplus by contribution of stockholders.

Deductions—

(*c*) By liquidation of part of the capital by retirement of stock or by purchase of treasury stock not out of current earnings.

(*d*) By payment of cash dividends out of earnings of prior years.

(*e*) By payment of Federal income and profits taxes for previous years.

The changes with respect to taxes will occur in nearly every case. Should no changes be noted, the reason for the omission should be stated.

2. The following instructions should be followed in making the above adjustments; each item should be designated as an addition or deduction, deduction being designated by red ink:

(*a*) If stock is issued for cash, the actual cash received (but not the amount of discount) should be entered in this schedule. Assets (other than cash) paid in for stock must be valued in accordance with Section 326(a) 2 of the Revenue Act of 1921.

(*b*) If capital stock of the corporation is reacquired but not paid for out of current profits, the cost of such stock should be deducted from invested capital.

(*c*) Report dividends paid out of profits of prior years but not dividends paid out of profits of the taxable period. Any distribution made during the first 60 days of the taxable period shall be deemed to have been made from earnings or profits accumulated during preceding taxable years; but any distribution made during the remainder of the taxable period shall be deemed to have been made from the profits for that period to the extent that such profits are sufficient. (See Section 201(f) of the Revenue Act of 1921.)

(*d*) The amount of Federal income and profits taxes payable should be prorated and deducted as of the dates when due and payable whether reserves have been set up on the books or not. The average adjusted deduction to be entered in column 7 equals total income and profits tax multiplied by 0.4226.

3. The data called for in columns 1 to 5 should be given for all transactions, except that columns 3 and 4 are applicable only to the issue or reacquisition of the corporation's stock.

4. In column 6 enter the number of days remaining in the taxable period (including the date of change).

5. The net changes not reported in Schedule L, if not in accordance with the increases or decreases reflected in the balance sheets, should be fully reconciled therewith.

1. Nature of additions and deductions.	2. Date.	3. Number of shares sold or re-acquired.	4. If for cash, state price per share.	5. Amount of cash or cash value actually received or paid out.	6. Number of days effective.	7. Adjusted average. (Column 5 × Column 6 / No. days in taxable period.)
1			$	$		$
2						
3						
4						
5						
6						
7						
8						
9. NET INCREASE OR DECREASE						$

SCHEDULE J.—INADMISSIBLE ASSETS.

Has the corporation any inadmissible assets (i. e., stocks, bonds, and other obligations, except obligations of the United States, the income from which is not taxable)? ----------

If so, attach hereto a statement showing for the taxable period the facts called for in items (*a*) to (*j*) of this schedule.

If the income from such assets consists in part of gain or profit from the sale or other disposition thereof, or if all or part of the interest derived from such assets is in effect included in the net income because of the limitation on the deduction of interest under Section 234(a) 2 of the Revenue Act of 1921, then a corresponding part of the capital invested in such assets is deemed an admissible asset. In such case set forth in detail—

(*a*) the various kinds of income derived from such assets and the computation of the part of the capital invested therein which is deemed an admissible asset.

For the purpose of this schedule inadmissible assets shall be valued at cost of acquisition, except that if the corporation is a dealer in securities and inventories such securities in determining its net income, such inventory figure shall constitute the measure of value. Admissible assets shall be valued as provided in Sections 326 and 331 of the Revenue Act of 1921. The average amount of assets of each kind held during any year may ordinarily be determined by dividing by 2 the sum of the amount of such assets held at the beginning of the taxable period and the amount held at the end of the taxable period. In such case the amount of admissible assets may best be determined from (1) the balance sheet as at the beginning of the period *adjusted* with respect to the items in Schedules F and G and (2) the balance sheet as at the end of the period correspondingly adjusted. But if at any time during the taxable period a substantial change has taken place in the amount of such assets, the average amount must be determined as provided in the Regulations issued under authority of the Revenue Act of 1921. In such case show in detail—

(*b*) The computation of such amount;

(*c*) Amount of inadmissible assets held at beginning of the taxable period;

(*d*) Amount of inadmissible assets held at end of taxable period;

(*e*) Average amount of inadmissible assets held during taxable period;

(*f*) Amount of admissible assets held at beginning of taxable period;

(*g*) Amount of admissible assets held at the end of taxable period;

(*h*) Average amount of admissible assets held during taxable period;

(*i*) Sum of (*e*) plus (*h*);

(*j*) Percentage which (*e*) is of (*i*).

This percentage (*j*) should be applied to the amount appearing on line 7, Schedule B, in order to obtain the deduction on account of inadmissible assets, which should be entered on line 8, Schedule B. 2—10475

QUESTIONS.

KIND OF BUSINESS.

1. By means of the key letters given below, identify the corporation's main income-producing activity with one of the general classes, and follow this by a special description of the business sufficient to give the information called for under each general class.

A.—Agriculture and related industries, including fishing, logging, ice harvesting, etc., and also the leasing of such property. State the product or products. **B.**—Mining and quarrying, including gas and oil wells, and also the leasing of such property. State the product or products. **C.**—Manufacturing. State the product and also the material if not implied by the name of the product. **D.**—Construction—excavations, buildings, bridges, railroads, ships, etc., also equipping and installing same with systems, devices, or machinery, without their manufacture. State nature of structures built, materials used, or kind of installations. **E1.**—Transportation—rail, water, local, etc. State the kind and special product transported, if any. **E2.**—Public utilities—gas (natural, coal, or water); electric light or power (hydro or steam generated); heating (steam or hot water); telephone; waterworks or power. **E3.**—Storage—without trading or profit from sales—(elevators, warehouses, stockyards, etc.) State product stored. **E4.**—Leasing transportation or utilities. State kind of property. **F.**—Trading in goods bought and not produced by the trading concern. State manner of trade, whether wholesale, retail, or commission, and product handled. Sales with storage with profit primarily from sales. **G.**—Service—domestic, including hotels, restaurants, etc.; amusements; other professional, personal, or technical service. State the service. **H.**—Finance, including banking, real estate, insurance. **I.**—Concerns not falling in above classes (*a*) because of combining several of them with no predominant business, or (*b*) for other reasons.

2. Concerns whose business involves activity falling in two or more of the above general classes, where the *same product* is concerned, should report business as identified with but one of the above general classes; for example, concerns in A or B which also transport and market their own product exclusively or mainly, should still be identified with classes A or B; concerns in C (manufacturing) which own or control their source of material supply in A or B and which also transport, sell, or install their own product exclusively or mainly, should be identified with manufacturing; concerns in D may control or own source of supply of materials used exclusively or mainly in their constructive work; concerns in E1 or E2 may own or control the source of their material or power; concerns in F may transport or store their own merchandise, but its production would identify them with A, B, or C.

3. Answers:

(*a*) General class (use key letter designation) I

(*b*) Main income-producing business (give specifically the information called for under each key letter, also whether acting as principal, or as agent on commission; state if inactive or in liquidation) Renting motion picture points. No income earned during year and no business transacted

OTHER CORPORATIONS IN SAME BUSINESS.

4. Enter on the following lines the names and addresses of five representative corporations in your locality or section of the country engaged in the same kind of business:

No knowledge

INCORPORATION.

5. Date of incorporation Dec 31, 1913

6. Under the laws of what State or country New York

REORGANIZATION AND ACQUISITION OF MIXED AGGREGATES OF ASSETS.

7. Has the corporation, *or any of its predecessors*, been reorganized, or has it, *or any of its predecessors*, taken over a going business or acquired a mixed aggregate of tangible and intangible property, and paid for such property in whole or in part with stock or other securities since the close of the preceding taxable period? No

8. If so, furnish a brief narrative history of the business and submit a statement showing:

(*a*) The name of the concern taken over (or from which the property was acquired);

(*b*) The nature of the assets and liabilities so acquired;

(*c*) The total par value of the stock issued therefor;

(*d*) The value at which each class of assets was carried on the books of the concern from which acquired (submit a balance sheet of the predecessor concern as at the date of acquisition or as at the close of its last accounting period prior thereto);

(*e*) The value at which each item was carried on the books of the corporation making this return, and full details of any adjustments subsequently made pertaining thereto and the basis on which such revaluation was made.

9. If patents, copyrights, secret processes or formulæ, good will, trade-marks, trade brands, franchises, or other intangible property were acquired, state the basis on which their value was determined and how they were paid for.

10. If at the time of any purchase or reorganization as contemplated in question 7, any property was entered on the books of the reorganized concern or any vendee predecessor at a value in excess of that at which it was carried on the books of the vendor concern, state the basis on which the revaluation was made.

AFFILIATIONS WITH OTHER CORPORATIONS (TO BE ANSWERED BY EVERY CORPORATION).

11. Does the corporation own directly or control through closely affiliated interests or by a nominee or nominees over 70 per cent of the outstanding voting capital stock of another corporation or of other corporations? No

12. Is over 70 per cent of your outstanding voting capital stock owned by another corporation or by two or more corporations that are affiliated? Yes

13. Is over 70 per cent of your outstanding voting capital stock as well as over 70 per cent of the outstanding voting capital stock of another corporation or of other corporations owned or controlled by the same individual or partnership or by the same individuals or partnerships? Yes

14. If the answer to questions 11, 12, and 13, or to any of them, is "yes," answer the following:

(*a*) Did the corporation file Affiliated Corporations Questionnaire, Form 819, for 1917 or subsequent taxable years? No. If the answer to this question is "yes," a questionnaire is not required, except under the circumstances described in question (*b*). If the answer to this question is "no," and the answer to questions 11, 12, and 13, or to any of them, is "yes," procure from the Collector of Internal Revenue for your district Form 819, which shall be filled out and filed as a part of this return. If the answer to this question is "no," question (*b*) need not be answered.

(*b*) Did substantially the same conditions, as are set out in the questionnaire filed for 1920 or prior years, obtain during the entire taxable period 1921? ..... If the answer to this question is "no," a statement, setting forth the particulars in which the situation has changed, should be attached to and made a part of this return. If there have been substantial changes in stockholdings, a complete schedule of such changes should be submitted in the form prescribed in Tables 3 and 6 of the questionnaire. If there are companies other than those covered by the questionnaire for 1920 or prior years which, applying the tests contained in questions 11, 12, or 13, may have come into the affiliated group since 1920, a questionnaire, Form 819, is required for the entire group for the taxable period.

VALUATION OF CAPITAL STOCK.

15. What was the fair value of the total capital stock of the corporation as determined in the last assessment, if any, of the capital stock tax? $..... Date of that assessment .....

PREDECESSOR BUSINESS.

16. Did the corporation file a return under the same name for the preceding taxable period? No If not, was the corporation in any way an outgrowth, result, continuation, or reorganization of a business or businesses in existence during this or the preceding taxable period? ..... If answer is "yes," give name and address of each predecessor business.

BASIS OF RETURN.

17. Is this return made on the basis of actual receipts and disbursements? Yes

If not, describe fully what other basis or method was used in computing net income .....

GOVERNMENT CONTRACTS.

18. Have any adjustments been made during the taxable period on account of contract or contracts with the Government or its agencies or in any Government contract or contracts from which the corporation derived income directly or indirectly, through the operations of a claim board or otherwise? None If the answer to this question is "yes," state the amounts involved $.....; whether or not such amounts are included in this return .....; and, if not, was an amended return, accounting for the additional income, filed for the taxable period in which the contract was terminated? ..... Submit a schedule showing full particulars of the contract, date entered into, date the work ceased under said contract or contracts, and the amount and nature of the adjustment.

AMORTIZATION.

19. Has amortization been claimed? None If the answer to this question is "yes," state for what year ..... Amount $.....

LIST OF ATTACHED SCHEDULES.

Enter below a list of all schedules accompanying this return, giving for each a brief title and the schedule number.

SCHEDULE K.—BALANCE SHEETS.

Attach hereto balance sheets as at the beginning and end of the taxable period (preferably in parallel columns), showing as nearly as practicable the details called for below. (These balance sheets should be prepared from the books and should be in agreement therewith, or any differences should be reconciled, and if this is a consolidated return, balance sheets should be furnished in accordance with paragraph 7 of page 1 of Instructions.)

ASSETS.

Cash (including cash in bank and on hand, certificates of deposit, etc.).
Trade accounts (before deducting reserves for losses).
Notes receivable from customers.
Other accounts and notes receivable (to be classified).
Inventories:
Raw materials.
Work in progress.
Finished products.
Supplies.
Investments:
Bonds—
U. S. bonds and obligations (each issue to be stated separately).
Exempt (municipal, State, etc.).
Other.

ASSETS—Continued.

Investments—continued.
Stock of corporations—
Foreign.
Domestic.
Loans and advances:
To officers and employees.
To others.
Deferred charges to future operations (to be detailed).
Fixed assets:
Land.
Buildings.
Machinery.
Tools and minor equipment.
Delivery equipment.
Office furniture.
Other (state character).

ASSETS—Continued.

Fixed assets—continued.
Less reserves for depreciation (show separately amount applicable to each fixed asset).*
NET VALUE.
Patents, good will, and other intangible assets:
Paid for in cash or other tangible property.
Paid for in stock (other than stock dividends).
Created by stock dividend or otherwise.
Discount:
On bonds.
On stock.
TOTAL.

LIABILITIES.

Notes payable:
To officers and stockholders.
To others (including bank loans).
Accounts payable:
Trade.
Other.
Accrued expenses and reserves, the charges creating which are allowable deductions from income (to be detailed).
Reserves, the charges creating which are not allowable deductions from income:
Reserves for losses on notes and accounts receivable.
Other reserves (to be detailed).
Capital stock outstanding (to be classified).
Surplus and undivided profits.
TOTAL.

*Reserves for depreciation may be deducted from the respective asset accounts or itemized on the liability side of the balance sheet.

All corporations engaged in an interstate and intrastate trade or business and reporting to the Interstate Commerce Commission and to any national, State, municipal, or other public officer, may submit in lieu of above form, copies of their balance sheets prescribed by said Commission or State and municipal authorities, as at the beginning and end of the taxable period.

SCHEDULE L.—RECONCILIATION OF NET INCOME AND ANALYSIS OF CHANGES IN SURPLUS.

1. Net income from Schedule A, Item 27	$
2. Nontaxable income:	
(a) Interest on obligations of the United States and its possessions exempt	
(b) Interest on obligations of States, Territories, and political subdivisions thereof	
(c) Interest on Farm Loan Bonds issued under Federal Farm Loan Act	
(d) Dividends deductible under Section 234(a) 6 of the Revenue Act of 1921	
(e) Dividends on stock of personal service corporations out of earnings upon which a Federal income tax has been imposed	
(f) Other items of nontaxable income (to be detailed):	
(1)	
(2)	
(3)	
3. Charges against reserves for bad debts, if Item 17, Schedule A, is not an addition to a reserve	
4. Charges against reserves for contingencies, etc. (to be detailed):	
(a)	
(b)	
(c)	
5. Total of Items 1 to 4, inclusive	$
6. Total from Item 14	
7. Net profit for year as shown by books, before any adjustments are made therein (Item 5 minus Item 6)	$
8. Surplus and undivided profits as shown by balance sheet at close of preceding taxable period	
9. Other credits to surplus (to be detailed):	
(a)	
(b)	
(c)	
10. Total of Items 7 to 9, inclusive	$
11. Total from Item 17	
12. Surplus and undivided profits as shown by balance sheet at close of taxable period (Item 10 minus Item 11)	$

13. Unallowable deductions:	
(a) Donations, gratuities, and contributions	$
(b) Income and profits taxes paid to the United States, its possessions, or foreign countries	
(c) Special improvement taxes tending to increase the value of the property assessed	
(d) Furniture and fixtures, additions, or betterments treated as expenses on the books	
(e) Replacements and renewals	
(f) Insurance premiums paid on the life of any officer or employee where the corporation is directly or indirectly a beneficiary	
(g) Interest on indebtedness incurred or continued to purchase or carry obligations or securities of the United States, the interest upon which is wholly exempt from taxation, except interest incurred to purchase or carry Victory 3¾% Notes, originally subscribed for by the taxpayer	
(h) Additions to reserves for bad debts which are not included in Item 17, Schedule A	
(i) Additions to sinking fund reserve, and reserves for bad debts and other contingencies (to be detailed):	
(1)	
(2)	
(3)	
(j) Other unallowable deductions (to be detailed):	
(1)	
(2)	
(3)	
14. Total of Item 13	$
15. Dividends paid during the taxable period (state whether paid in cash, stock of this company, or other property):	
(a) Date paid ..... Character	$
(b) Date paid ..... Character	
(c) Date paid ..... Character	
(d) Date paid ..... Character	
16. Other debits to surplus (to be detailed):	
(a)	
(b)	
(c)	
17. Total of Items 15 and 16	$

SCHEDULES TO BE FURNISHED IN SUPPORT OF ITEMS IN SCHEDULE A.

The following schedules must be furnished, and those prepared on separate sheets should be firmly attached to this return. Enter name and address of corporation on each sheet.

SCHEDULE A2: COST OF GOODS SOLD, EXCLUSIVE OF ITEMS CALLED FOR SEPARATELY.

If engaged in a trade or business in which the production, purchase, or sale of merchandise of any kind is an income-producing factor, (a) secure from the Collector of Internal Revenue and file as a part of this return, **Certificate of Inventory, Form 1126,** and (b) fill in the following schedule, entering on lines 3 and 5, immediately before the amount column, the letters "C," or "C or M," to indicate that inventories are valued at either cost, or cost or market, whichever is lower.

(1) Merchandise bought for sale	$
(2) Cost of manufacturing or otherwise producing goods. (Submit schedule showing principal items of cost, the minor items being grouped in one amount)	
(3) Plus inventory at beginning of year	
(4) Total	$
(5) Less inventory at end of year	
(6) Cost of goods sold	$

SCHEDULE A3: GROSS INCOME FROM OPERATIONS OTHER THAN TRADING OR MANUFACTURING.

Submit a schedule showing the nature and amount of the principal items included herein, the minor items being grouped in one amount. (For insurance companies see page 2 of Instructions, paragraphs 2 and 7.)

SCHEDULE A4: TAXABLE INTEREST ON LIBERTY BONDS, ETC.

The interest on the obligations listed in column 1 of the following table is wholly exempt from corporation income tax, and is exempt from excess-profits tax only to the extent that the aggregate principal amounts do not exceed the exemptions specified in columns 2, 3, and 4.

In case the obligations held exceed these exemptions, the principal amounts in excess thereof should be entered in column 5, and the taxable interest thereon in column 6. If these securities were bought and sold during the taxable period, attach a statement showing the holdings by periods.

If this is a consolidated return, each corporation composing the affiliated group is entitled to the full amount of these exemptions.

1. Obligations.	Exemptions. (Aggregate Principal Amount).			5. Principal amount in excess of exemptions specified in columns 2, 3, and 4.	6. Interest on principal am't in excess of exemptions.
	2. $30,000	3. $125,000	4. $5,000		
(a) First Liberty Loan Second Converted 4¼% Bonds					
(b) First and Second 4's, and First, Second, Third, and Fourth 4¼'s	NONE				
(c) Other obligations issued since September 1, 1917 (except Victory and Treasury Notes)	NONE	NONE			
(d) Victory Liberty Loan 4¾% Notes, and Treasury Notes	NONE	NONE	NONE		
TOTAL TAXABLE INTEREST					$

SCHEDULE A10: GROSS INCOME FROM ALL OTHER SOURCES (not including any amount with respect to sale of capital assets or miscellaneous investments).

Submit a schedule showing the source, nature, and amount of the principal items included herein, the minor items being grouped in one amount. The total of the schedule should be entered as Item 10, Schedule A.

SCHEDULE A12: EXPENSES (except amounts called for separately in Schedule A).

Submit a statement showing character and amount of the principal items included herein, the minor items being grouped in one amount. (For schedules to be submitted by insurance companies see page 2 of Instructions, paragraphs 3 to 7.)

SCHEDULE A13: COMPENSATION OF OFFICERS.

Submit a schedule showing for each officer (1) name, (2) duties, (3) time devoted to such duties, (4) shares of stock owned or controlled: (a) preferred, (b) common; (5) total compensation for the taxable period, and (6) amount of, and reason for increase, if any, over preceding period.

SCHEDULE A14: REPAIRS (including labor, supplies, overhead, and other items properly chargeable to repairs).

Submit a schedule showing the nature and amount of the principal items included herein, the minor items being grouped in one amount. (For classification of repairs see page 2 of Instructions, paragraph 8.)

SCHEDULE A16: TAXES.

Submit a schedule showing separately for each class of taxes deducted, (a) character, and (b) amount.

Federal income and profits taxes, taxes which are a credit under Section 238, taxes assessed against local benefits of a kind tending to increase the value of the property assessed are not allowable deductions. (See Section 234(a) 3 of the Revenue Act of 1921.)

SCHEDULE A17: BAD DEBTS.

Submit a schedule showing debts or portions thereof, arising from sales or professional services that have been reported as income, which have been definitely ascertained to be worthless and charged off within the year, or such reasonable amount as has been added to a reserve for bad debts within the year.

If the amount entered as Item 17, Schedule A, is an addition to a reserve, furnish proof of the reasonableness of the amount. (See Section 234(a) 5 of the Revenue Act of 1921.)

SCHEDULE A18: EXHAUSTION, WEAR AND TEAR (including obsolescence).

If a deduction is made on account of depreciation, the following schedule must be filled in, and the total amount claimed therein should correspond with the figures reflected in the balance sheet. Land values must not be included in this schedule. (See page 2 of Instructions, paragraph 10, and Section 234(a) 7 of the Revenue Act of 1921.)

Kind of property. (If buildings, state the material of which constructed.)	Date acquired.	Age when acquired.	Probable life after acquirement.	Cost, or if acquired prior to Mar. 1, 1913, the fair market value on that date.	Amount of depreciation charged off.	
					This year.	Previous years.
				$	$	$
Total				$	$	$

NOTE.—If obsolescence is a factor in determining your deduction attach a statement showing the amount claimed for the taxable period and the basis on which computed.

SCHEDULE A19: DEPLETION.

If a deduction is claimed on account of depletion, secure from the collector Form D (minerals), Form E (coal), Form F (miscellaneous nonmetals), Form O (oil and gas), or Form T (timber), fill in and file with return. If complete valuation data has been filed with questionnaire in previous years, then file with this return information necessary to bring your depletion schedule up to date, setting forth in full statement of all transactions bearing on deductions or additions to value of physical assets with explanation of how depletion deduction for taxable period has been determined. In case of timber this should be done by filling in Form T (timber).

SCHEDULE A20: AMORTIZATION OF WAR FACILITIES.

In case a deduction is claimed on account of amortization, a schedule should be submitted containing the information called for in Guide Form 1007M, which explains in detail the manner in which a claim of this nature should be presented. A copy of this form may be obtained from the Commissioner. (See Section 214 (a) 9 of the Revenue Act of 1921).

SCHEDULE A23: PROFIT OR LOSS ON SALES OF CAPITAL ASSETS AND MISCELLANEOUS INVESTMENTS.

In case of disposal of property, resulting in a profit or loss, a schedule in the following form must be furnished, using a separate line for each asset. (See Sections 202, 234(a) 4 and 234(a) 14 of the Revenue Act of 1921.)

1. Kind of property.	2. Date acquired.	3. Sale price.	4. Cost.	5. Fair market value on March 1, 1913, if acquired prior to that date.	6. Cost of subsequent improvements.	7. Depreciation.	8. Net profit (or loss.)
		$	$	$	$	$	$
Total							$

State what amount, if any, included in column 5, represents good will ... $

If any of the assets were acquired prior to March 1, 1913, state how the fair market value on that date was determined

In case of exchange of property, submit evidence substantiating the basis used in arriving at the market value of property received

SCHEDULE A24: LOSSES BY FIRE, STORM, ETC.

A schedule similar to the one requested above should be submitted with respect to losses of property arising from fires, storms, shipwreck, or other casualty, or from theft, and not compensated for by insurance or otherwise, except that column 3 should show "Insurance and salvage" instead of "Sale price."

SCHEDULE A26: DIVIDENDS (deductible under Section 234(a) 6 of the Revenue Act of 1921).

Submit a schedule showing the amount received as dividends (a) from each domestic corporation other than a corporation entitled to the benefits of Section 262 of the Act, or (b) from each foreign corporation when it is shown to the satisfaction of the Commissioner that more than 50 per centum of the gross income of such foreign corporation for the three-year period ending with the close of its taxable year preceding the declaration of such dividends (or for such part of such period as the foreign corporation has been in existence) was derived from sources within the United States as determined under Section 217 of the Act.

DISCOUNT AND PREMIUM ON BONDS SOLD.

There must be attached to the return a schedule showing in detail each issue and sale of bonds of the reporting corporation giving the following information: (a) Class; (b) date of sale; (c) maturity; (d) amount sold; (e) amount realized; (f) premium or discount per annum.

That proportion of the premium or discount applicable to the return period must be reported either as Item 10 or 15, Schedule A, page 1, unless the amount of premiums or discount has been reported as income or allowed as a deduction in prior years.

We, the undersigned, president and treasurer of the corporation for which this return is made, being severally duly sworn, each for himself deposes and says that this return, including the accompanying schedules and statements, has been examined by him and is, to the best of his knowledge and belief, a true and complete return made in good faith, for the taxable period as stated, pursuant to the Revenue Act of 1921 and the Regulations issued under authority thereof.

Sworn to and subscribed before me this 14 day of March, 1922.

Seal of officer making affidavit.

(Official capacity.)

Albert H. Ringe
President.

Treasurer.

2—10475

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D.W.GRIFFITH INCORPORATED

to

CENTRAL UNION TRUST CO. OF N.Y.

- - - - - - - - - - - - - - - - - - -

A S S I G N M E N T

- - - - - - - - - - - - - - - - - - -

DATED: March 15th 1921.

WHEREAS, D.W.GRIFFITH INCORPORATED, a Corporation duly organized and existing under the laws of the State of Maryland, duly authorized to transact business in the State of New York, and having its principal office in the Village of Mamaroneck, Westchester County, New York, has applied to the CENTRAL UNION TRUST COMPANY OF NEW YORK for a loan in the sum of FIFTY THOUSAND ($50,000) Dollars, and

WHEREAS, said CENTRAL UNION TRUST CO. OF NEW YORK is unwilling to make such loan unless the same is secured by an assignment to it of all the undersigned's interest in and to a certain motion picture play known as "DREAM STREET" now being directed by DAVID W. GRIFFITH at the undersigned's Studio at Mamaroneck, New York, (which said picture is practically completed), and all payments due from the release or exhibition of said photoplay through the UNITED ARTISTS CORPORATION and from all other sources throughout the World,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the undersigned in consideration of a loan in the sum of Fifty Thousand ($50,000.) Dollars being made to it by said CENTRAL UNION TRUST CO. OF NEW YORK, and the sum of One ($1.00) Dollar, lawful money of the United States, to it in hand paid before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged and of the premises herewith, has sold, assigned, transferred and set over unto the CENTRAL UNION TRUST COMPANY OF NEW YORK and its assigns to its own proper use and benefit, all of the undersigned's right, title and interest in and to the

motion picture negative and positive prints thereof known as "DREAM STREET" for the entire World and all sum or sums of money now due or to grow due to the undersigned upon contracts covering the leasing or distribution of said picture had or to be had with the UNITED ARTISTS CORPORATION for the United States and Canada and any other persons, firm or Corporation, or Countries other than the United States and Canada. This assignment is subject to the contract made by the undersigned with the UNITED ARTISTS CORPORATION for the release of such picture in the United States and Canada and the undersigned does hereby give said CENTRAL UNION TRUST COMPANY OF NEW YORK and its assigns full power and authority for its own use and benefit to ask, demand, collect, compound and give acquittance for the same or any part thereof and in the name of the undersigned or otherwise to prosecute and withdraw any suit or proceedings at law or in equity therefor.

The undersigned represents that it will, as Trustee, of the CENTRAL UNION TRUST COMPANY OF NEW YORK, hold the aforesaid picture negative and ~~xxxxxx~~ positive prints thereof hereinbefore described and it further does hereby authorize the said UNITED ARTISTS CORPORATION, as Trustee for the said CENTRAL UNION TRUST COMPANY OF NEW YORK to collect any sum or sums of money due or to grow due the undersigned on account of the releasing or exhibiting of said photoplay pursuant to contracts now had or to be had with the UNITED ARTISTS CORPORATION in the United States and Canada or from any other persons, firm or Corporation relating to the receipts received from the exhibition or release of said photoplay in Foreign territory, and the undersigned hereby authorizes said United Artists Corporation, as

Trustee, as aforesaid to deliver and pay the same to the CENTRAL UNION TRUST CO. OF NEW YORK until such time as the aforesaid loan is fully liquidated.

The undersigned further represents that the picture negative of the aforesaid photoplay is fully insured against loss by fire and that it will, as Trustee for said CENTRAL UNION TRUST COMPANY OF NEW YORK collect and deliver to it any and all insurance money or instruments for the payment of money so due.

The undersigned further represents that said motion picture negative and contracts had or to be had with the United Artists Corporation or any other person, firm or Corporation arising out of the Foreign rights of the exhibition or distribution of said picture and none of the payments due or to grow due thereon have heretofore been assigned and that the same are now owned by the undersigned and to be approved by the Central Union Trust Co. subject to the terms of contracts had or to be had with the United Artists Corporation free from all offsets and counterclaims.

A.D.W.B.

IN WITNESS WHEREOF the undersigned has caused these presents to be signed by its duly authorised Treasurer by order of its Board of Directors, and the seal of said Corporation to be hereunto affixed by like order this 15th day of March, 1921.

D.W.GRIFFITH INCORPORATED

By _____

Treasurer.

Albert W. Barsha
Sec.

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK.)

On this 15th day of March, 1921, before me personally came J. C. EPPING , to me known, who, being by me duly sworn, did depose and say, that he resided in the CITY and County of New York; that he is the Treasurer of D.W.GRIFFITH INCORPORATED, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Gertrude Denneen.

Notary Public, Kings County N. Y.
Clerk's No. 189, Register's No. 1077
Certificate filed New York Co. No. 191
New York County Register's No. 1268
Commission expires March 30, 1921

Not used
Dream Street
new file.
Guaranty Trust

WHEREAS, D.W.GRIFFITH INCORPORATED, a Corporation duly organized and existing under the laws of the State of Maryland, duly authorized to transact business in the State of New York, and having its principal office in the Village of Mamaroneck, Westchester County, New York, has applied to the GUARANTY TRUST COMPANY OF NEW YORK for a loan in the sum of One Hundred thousand ($100,000.) Dollars, and

WHEREAS, said GUARANTY TRUST COMPANY OF NEW YORK is unwilling to make such loan unless the same is secured by an assignment to it of all the undersigned's interest in and to a certain motion picture play known as "DREAM STREET" now being directed by DAVID W. GRIFFITH at the undersigned's Studio at Mamaroneck, New York, which said picture is practically completed, and all payments due from the release or exhibition of said photoplay through the UNITED ARTISTS CORPORATION and from all other sources throughout the World,

NOW,THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the undersigned in consideration of a loan in the sum of One Hundred Thousand ($100,000.) Dollars being made to it by said GUARANTY TRUST COMPANY OF NEW YORK, and the sum of One ($1.00) Dollar, lawful money of the United States, to it in hand paid before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged and of the premises herewith, has sold, assigned, transferred and set over unto the GUARANTY TRUST COMPANY OF NEW YORK and its assigns to its own proper use and benefit, all of the undersigned's right, title and interest in and to the motion picture negative and positive prints thereof known

as "DREAM STREET" for the entire World and all sum or sums of money now due or to grow due to the undersigned upon contracts covering the leasing or distribution of said picture had or to be had with the UNITED ARTISTS CORPORATION for the United States and Canada and any other person, firm or corporation, or Countries other than the United States and Canada. This assignment is subject to the contract made by the undersigned with the UNITED ARTISTS CORPORATION for the release of such picture in the United States and Canada and the undersigned does hereby give said GUARANTY TRUST COMPANY OF NEW YORK and its assigns full power and authority for its own use and benefit to ask, demand, collect, compound and give acquittance for the same or any part thereof and in the name of the undersigned or otherwise to prosecute and withdraw any suit or proceedings at law or in equity therefor.

The undersigned represents that it will, as Trustee, of the GUARANTY TRUST COMPANY OF NEW YORK, hold the aforesaid picture negative and positive prints thereof hereinbefore described and it further does hereby authorize the said UNITED ARTISTS CORPORATION, as Trustee for said GUARANTY TRUST COMPANY OF NEW YORK to collect any sum or sums of money due or to grow due the undersigned on account of the releasing or exhibiting of said photoplay pursuant to contracts now had or to be had with the UNITED ARTISTS CORPORATION in the United States and Canada or from any other person, firm or Corporation relating to the receipts received from the exhibition or release of said photoplay in Foreign territory, and the undersigned hereby authorizes said United Artists Corporation, as Trustee, as aforesaid,

to deliver and pay the same to the GUARANTY TRUST COMPANY OF NEW YORK until such time as the aforesaid loan is fully liquidated.

The undersigned further represents that the picture negative of the aforesaid photoplay is fully insured against loss by fire and that it will, as Trustee for said GUARANTY TRUST COMPANY, collect and deliver to it any and all insurance money or installments for the payment of money so due.

The undersigned further represents that said motion picture negative and contracts had or to be had with the United Artists Corporation or any other person, firm or Corporation arising out of the FOREIGN rights of the exhibition or distribution of said picture and none of the payments due or to grow due thereon have heretofore been assigned and that the same are now owned by the undersigned subject to the terms of contracts had or to be had with the United Artists Corporation free from all offsets and counterclaims.

IN WITNESS WHEREOF the undersigned has caused these presents to be signed by its duly authorized by order of its Board of Directors, and the seal of said Corporation to be hereunto affixed by like order, this day of March, 1921.

D.W.GRIFFITH INCORPORATED

By_____

In the District Court of the United States,

For the Southern District of New York
Eastern

IN THE MATTER
OF

WARK PRODUCING CORPORATION

Alleged Bankrupt.

Read carefully instructions on other side

At Pasadena, in the Southern district of California on the day of, A. D. 1921,

A came J. A. BARRY of Pasadena in the County of Los Angeles in said district of California and made oath and says that he is a creditor herein

B ~~a member of the firm of~~ composed

C of deponent and

D ~~Treasurer of the~~ a corporation

E ~~incorporated by and under the laws of the State of~~ and that ~~he is duly authorized to make this proof, and that said corporation is authorized to do and doing business in the City of~~ in the

~~County of~~ ~~and State of~~

that the said WARK PRODUCING CORPORATION

(by or against) whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said creditor in the sum of $ 2,542.50 that the consideration of said debt is as follows Certificates of indebtedness No. 294-8 inclusive. Amount due thereon is $2250, plus $225 bonus, plus $67.50 interest, making total of $2542.50 now due by the alleged bankrupt.

a statement of said account is hereto annexed and made part hereof; that no part of said debt has been paid, and that there are no set-offs or counter claims against said sum, upon which indebtedness no note has been received and no judgment has been rendered thereon, and this deponent has not, nor has said creditor nor has any person by his or its order, or to this deponent's knowledge or belief, for his or its use, had or received any manner of security for said debt whatever.

Subscribed and sworn to before me this 15 day of March, A. D., 1921

R. B. Forbes

x J. A. Barry

Notary Public

To ~~WILLIAM BLAU~~, or HARRY ZALKIN, or MOSES COHEN, or ALBERT H. T. BANZHAF

The undersigned of the City of Pasadena, in the County of Los Angeles and State of California a creditor of the above named bankrupt does hereby authorize you and each of you to attend the meeting or meetings of creditors of the bankrupt advertised or directed to be held at a court of bankruptcy or at such other place and time as may be appointed by the Court for holding such meeting or meetings. or any adjournment or adjournments thereof that may be held and then and there from time to time and as often as there may be occasion, for said creditor and in said creditor's name, to vote for or against any proposal or resolution that may be then submitted under the act to establish a uniform system of bankruptcy throughout the United States, approved July 1st, 1898, and in the choice of trustee or trustees of the estate of said bankrupt and to accept such appointment of trustees and with like powers to attend and vote at any meeting or meetings of creditors or sitting or sittings of the Court which may be held therein for any of the purposes aforesaid; also to accept any composition proposed by said bankrupt in satisfaction of said creditor's debt, and receive payment of dividends and money due said creditor under any composition or for the declaration of dividend or for any other purpose in said creditor's ~~interest~~ whatsoever.

WITNESS the hand and seal of said creditor the 15 day of March ~~191~~ 21.

In presence of

y J. A. Barry (L. S.)

(OVER)

For Individual or Partnership

Southern District of California } ss:
County of Los Angeles

Be it known that on the 15 day of March 1921
before me came J. A. BARRY
to me known and known to me to be the individual described in and who executed the foregoing instrument and duly acknowledged to me that he executed the same.

R. B. Gochey
Notary Public
My Commission Expires Jan. 31, 1925

For Corporation

District of } ss:
County of

Be it known that on the ..... day of 191
before me came ..... to me personally
known, who being by me duly sworn, did depose and say: that he is .....
of ..... the corporation described in
and which executed the foregoing instrument; that deponent knows the corporate seal of the said corporation; that the seal attached to the foregoing instrument is such corporate seal and deponent affixed same to said instrument by order of the Board of Directors of said corporation and signed his name thereto by like order.

.....
Notary Public

No .....

U. S. District Court.

IN THE MATTER
OF

WARK PRODUCING CORPORATION

Alleged Bankrupt.

PROOF OF DEBT
AND
POWER OF ATTORNEY

of J. A. BARRY

$ 2542.50

ZALKIN & COHEN
ATTORNEYS FOR CREDITOR
170 BROADWAY
NEW YORK
61 CHAMBERS ST.
PHONE 60-000 JIB 311 WORTH

NOTE THESE INSTRUCTIONS CAREFULLY

IF INDIVIDUAL—Fill in full name on line A, and sign full name on lines X and Y.
IF CO-PARTNERSHIP—Fill in the full name of the member of the firm who will sign the proof on line A, insert the name of the firm on line B, the full names of the other member or members composing the firm on line C, sign his individual full name on line X, and the firm name per himself on line Y.
IF CORPORATION—Fill in full name of treasurer on line A. The name of the corporation on line D. State under whose laws incorporated, on line E. The treasurer should sign his own full individual name on line X, and the name of the corporation per himself as treasurer on line Y, and AFFIX THE SEAL OF THE CORPORATION.
Have the signatures sworn to (on both sides), before a Notary Public, Commissioner of Deeds, Justice of the Peace, or any other official authorized to administer oaths.
ALWAYS ATTACH DUPLICATE BILLS AND ITEMIZED STATEMENT OF ACCOUNT.

D. W. GRIFFITH COLLECTION,
MUSEUM OF MODERN ART FILM LIBRARY

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

- -x

IN THE MATTER

-of-

WARK PRODUCING CORPORATION,

Alleged Bankrupt.

- -x

We, the undersigned hereby waive deposit of the twenty-five percent (25%) cash and notes called for by the deposit agreement in above matter but this shall in no way be construed a s a waiver or cancellation of our respective claims.

Dated: New York, N.Y. March 1921.

D.W.GRIFFITH, INC.

By Treas

D. W. G. CORPORATION

By

Cert 289 to 293 P. 2250
Brw 225-
Mat 67.50
2542.50

48- So. Fair Oaks Ave.

Pasadena, Calif Mar 17/21

Work Producing Corporation
Mr Albert H. P. Banzhaf, Prest.
New York.

Gentlemen,-

L. J. Hampton, of Pasadena, Calif, a stock-holder in The Work Producing Corporation (Picture "Intolerence".) Submitted last evening, a letter to me dated Feb. 25-21 which you had mailed him, together with a seperate paper for him to sign and return. The latter paper was for the purpose of him verifying the ammt. of balance of claim due him from the above corporation. — Being also a stockholder in this corporation, and believing it your intention that I likewise should receive such a form to sign (but as yet not received,) would say, that if you mail to me the necessary document, I will sign and return same immediately,

very Respectfully &c.

W. D. Rosenberger

March 18, 1921.

Morgan J. O'Brien,

Delmonicos Restaurant,

Fifth Ave. and 46th St.,

New York, N.Y.

Regret exceedingly that owing to delay in returning ~~to Kennebunk~~ from out of town unable to attend luncheon. My heartfelt sympathy for your cause and anything that I can do to aid the same will be freely given. With best wishes for success, sincerely

D. W. Griffith.

GELETT BURGESS
250 WEST 94TH STREET
NEW YORK CITY

March 18th, 1921

Mr. David Wark Griffiths
Dear Sir;

As I have been unable as yet to hear from Mr. Cooper whether or not you had consented to address the Authors' League at their next Luncheon-Conference on April 1st, I want to invite you formally to speak upon State Censorship, or any other topic, if you prefer, on that date.

I have been given to understand that you might be willing to do this in order to take advantage of this representative gathering, and I am greatly hoping that you can accept. I think we can get considerable publicity for the views you express on the subject.

As the notices have to go out very soon, however, I should count it a great favor to the League if you could let me know your decision as soon as possible. The announcement of your name will ensure, of course, a larger audience than usual. The Luncheon is at the Cafe Boulevard, at 12.30 p.m.

Yours sincerely

Gelett Burgess

Chairman, Authors' League
Fellowship Committee.

Telephone
Riverside, 9388

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

Copyright

IN-RE

March 18th, 1921.

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

My dear Bert:

Enclosed please find copy of letter from Aldao, Campos & Gil.

It occured to me that you may desire to protect the motion pictures of your client in South America and that we could all act together and perhaps save some money. Kindly let me have your wishes in the matter.

Sincerely yours,
Dennis F. O'Brien

DFO'B:MM

ALDAO, CAMPOS & GIL

One Wall Street
New York

March 18,1921.

O'Brien, Malevinsky & Driscoll
Fitzgerald Building
New York City

Re: Copyright of Motion Picture Films in the South American Countries

Dear Sir:

Referring to your inquiry of the 18th instant that one of your clients is the proprietor of certain films which have been exhibited in the Argentine, and probably in some of the other South American countries, without authorization from your client. The question is, what can be done to protect your client's right to these films. This report is written upon the assumption that your client has secured copyright registrations in the United States for the films in question, but that it has not copyrighted them in any of the South American countries.

Argentine: The Argentine Law contains no special provisions with regard to motion pictures. The law specifies that in the case of printed works produced in a country foreign to the Argentine, copyright is secured by depositing in the National library three complete and sound copies, one copy to be sent to the library within fifteen days after the publication in Buenos Aires, and thirty days after the publication in any other part of the Republic. In the case of paintings, architecture and sculptures, sketches or photographs of the originals (the number not being specified) are required. If your client has sold the films in the Argentine or distributed them for exhibition, the fifteen days having expired without the required deposit, it may still secure the registration, (provided two years have not elapsed from the date of the sale or distribution) upon the payment of fines amounting to four times the value of one copy of the work.

There is, fortunately, a second mode of procedure, and this we advise be immediately taken in behalf of your client. This procedure is the obtaining of a certified copy of your client's U.S. certificate of copyright of each case, and three sets of positive prints, each set comprising one picture from each part or section of the film, including the title, together with a synopsis of the film. There is no special provisions in the Argentine copyright law as to the manner of marking but it is advisable to have the title bear in Spanish (after the deposit has been affected) a suitable notice such as "argentine copy - right registered 1921". The client should also supply power of attorney,and the certificate of copyright and power of attorney are to be legalized.

Upon receipt of the number and date of each U.S. certificate of registration, we can obtain the requisite certified copies from Washington, and when the remaining documents are received, the copyright registration may be effect in Buenos Aires. If you desire, we can attend to all these details, including translation of the synopsis and everything up to and including securing the certificate of registration. Upon the issue of certificate of registration (the term of which is twenty-eight years, inasmuch as the origin of the film is the United Artists), a civil action may be brought against the infringer, asking for damages and the seizure of the fraudulent films.

Brazil: We require legalized power of attorney, three sets of prints made up as for Argentine, and a sunopsis. Inasmuch as registration may be obtained within two years from the first of January of the year of publication in Brazil, it seems likely that your client may still obtain valid registration.

For Chile we require legalized power of attorney, three sets of prints as specified for Argentine and a synopsis.

If information with regard to any other South American country is required, kindly advise us, and we will send you detailed information.

Inasmuch as protection in Mexico would undoubtedly, be of benefit to your client, we may mention that we required power of attorney, three sets of prints comprising two pictures from each part or section of the film; three copies of synopsis of the picture, three sets of portraits of the principal actors (these may be prints of any kind) and three copies of the distributing agreement between your client and its Mexican distributor.

The charges for filing copyright applications in each of the countries in South America varies. They are approximately, however, $80 to $85 in most countries. We would require a retainer of about $350 to cover initial expenses to file suit for the protection of your client's interests in Argentina, and if it should be necessary to file similar suits in most of the countries in South America, this retainer should be in the neighborhood of $2,000. We can tell more definitely what these charges would amount to, however, when you state specifically in which countries you wish us to file suit.

Yours truly,

EG-AGC
PM

Aldao, Campos & Gil

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

m

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

* Commercial

March 19th 1921.

Report of Laboratory Work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		734		
Broken Blossoms .		1074		
Greatest Question		15		
Idol Dancer		3026		
Intolerance		3147		
* Marshall Neilan		950		
Lab. Machine Tests	20			
Picture U-2			9422	7429
	20	8946	9422	7429

Positive Film used.

Eastman stock	10789
Bay State Stock	4297
Belgian Stock	3302
	18388

Negative Film Used.

Eastman - - - - - - 7429

W. D. E.

NEWS, MONDAY, MARCH 21, 1921.

How to Keep Well

BY DR. W. A. EVANS.

Questions pertinent to hygiene, sanitation and prevention of disease, in matters of general interest, will be answered in this column. Where space will not permit or the subject is not suitable, letters will be personally answered, subject to proper limitations, and where a stamped, addressed envelope is inclosed. Dr. Evans will not make diagnoses or prescribe for individual disease. Requests for such service cannot be answered. Address Dr. W. A. Evans, DAILY NEWS, 25 City Hall Place, New York City, N. Y.

(Copyright, 1921, by Dr. W. A. Evans)

A TIP FOR MR. GRIFFITH.

Mr. D. W. Griffith.

Sir: In your picture, "Way Down East," there is one thing I wish you would change. If you cannot change it, please make another picture of that part of that scene where a man rescues a girl, thinly clad, on an ice floe headed for the falls, in the midst of a blinding snowstorm.

A man wrapped in a heavy fur coat somehow gets across the floating ice, picks up the almost frozen girl and carries her to land. He fails to take off that fur coat and [illegible] the girl.

[illegible] picture in provide warmth. That is all important.

The reason whisky or brandy were used in the old days was because it made persons feel warm. Never mind about the "hifalutin" remedies for shock. Never mind looking in the book for "remedies for fainting," "remedies for chill," just wrap the victim up good and warm and then look in the book.

You can teach this, Mr. Griffith, better than anybody I know. If you cannot change this picture make a new one in which a fur coated hero wraps up the beautiful frozen lady in his fur coat and then carries her somewhere.

Brooklyn, N. Y.

GRIFFITH IS VINDICATED.

Editor DAILY NEWS: I noticed an article in your paper written by Dr. Evans, in which he criticised Mr. D. W. Griffith's picture, "Way Down East," because Griffith had apparently forgotten to have his hero take off his fur coat and wrap it around the heroine, after he, the hero, had rescued her from the falls. Fancy a young man teeming with excitement take off a cumbersome fur coat, wrap it around the limp body of a girl and then proceed to try to give a natural rescue effect. It would be too fictitious, too much like a made-to-order effect. In my humble opinion, I do not believe that Mr. Griffith overlooked that part of the scene, but rather omitted it to avoid a pampered, unreal scene. I trust that Dr. Evans will overlook such technicalities in trying to criticise an art with which he is so grossly unfamiliar and in the future will look at it from the human point of view.

E. F. FAIRPLAY.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, March 21, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
Orienta Point,
Mamaroneck, New York.

Dear Sir:

Attention of Mr. J. C. Epping

We have received from the United Artists Corporation check for $192.50 drawn on Canada. This check has been discounted at 12 1/2%, the proceeds amounting to $168.44.

We have also received from the United Artists Corporation check for $2,559. and this amount, together with the above $168.44, making a total of $2,727.44, has been applied in reduction of your loan to $143,720.64.

Yours very truly,

Assistant Treasurer.

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960.72
161,677.64
171,279.36

Canada
USA.

3.5
171279.36
143720.64
ok

B

LOUIS K. LIGGETT, CHAIRMAN
ARTHUR LORD
GEORGE H. LYMAN
MILTON REED
CHARLES B. BARNES

ROOM 305
TREMONT BUILDING
73 TREMONT STREET
BOSTON

WM. CARROLL HILL
SECRETARY

Pilgrim Tercentenary Commission

March 21, 1921.

Griffith Studios,
Mamaroneck, N. Y.

Gentlemen:-

The Pilgrim Tercentenary Commission, appointed by the Governor of Massachusetts, intend presenting at Plymouth, Mass. in July, 1921 a most imposing pageant commemorating the three hundreth anniversary of the Landing of the Pilgrims in America. This pageant will have wonderful educational and historical value for years to come.

The Commission felt that if they delegated exclusive right to some company to film this pageant, the company so favored would pay a sum of money for the privilege.

As the affair is supported by state funds and it is not intended to make money but to base the charge of witnessing the performances at cost, the Commission felt that any sum of money so obtained would be a material factor in reducing the charge to the public.

As manager, I have been instructed to write several companies to ascertain interest. Personally I feel that there are great possibilities in a picture of this kind, from a news and theatrical standpoint and later in sales to state educational boards, who would preserve them for years.

Awaiting your early reply,

Very truly yours,

Chas. Noll.

Pageant Business Manager.

CN/G

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOSEPH HERGESHEIMER, of the Borough of West Chester, State of Pennsylvania, for and in consideration of the sum of Ten Thousand Dollars ($10,000.) lawful money of the United States paid by D.W.GRIFFITH INCORPORATED, a Corporation organized and existing under and by virtue of the laws of the State of Maryland, to it before the ensealing or delivery of these presents do hereby sell, assign, convey and transfer and by these presents have sold, assigned, bargained, conveyed, granted and transferred to D.W.GRIFFITH INCORPORATED, its successors and assigns forever, the sole and exclusive and complete motion picture rights throughout the WORLD to the composition or novel written by me entitled "TOLERABLE DAVID" and the sole, exclusive and complete right, license, liberty and privilege forever to make, manufacture, produce, re-produce, sell, lease, release, license, generally deal and traffic in, exhibit or cause to be exhibited motion pictures based upon or taken from the aforesaid composition or novel or from any theme or adaptation thereunto appertaining.

AND I do further grant to the said D.W.GRIFFITH INCORPORATED, its successors and assigns forever the exclusive right to use such works, the title and theme thereof in any manner in the making of any motion picture versions or adaptations thereof; to adopt, arrange, re-arrange, transpose, add to and subtract from such works and such title for such purpose with full understanding that I am given credit as author on the films and advertising matter used in conjunction with said motion pictures.

I do further grant to D.W.GRIFFITH INCORPORATED, its successors and assigns forever the sole right to

secure copyrights in any and all motion picture versions in any motion picture adaptation of such works, and secure renewals and extensions of the copyrights in the same, in all Countries of the World. And I hereby irrevocably authorize and appoint D.W.GRIFFITH INCORPORATED, its successors and assigns my attorneys in fact and representatives in my name, place and stead or in the name of D.W.GRIFFITH INCORPORATED, its successors and assigns but at its own cost and expense to take and do such actions, deeds and things and sign such documents as may from time to time be necessary to secure such copyrights and the renewals and extensions thereof.

I hereby grant to said D.W.GRIFFITH INCORPORATED, its successors and assigns, the right to publish a summary or synopsis of any and all motion picture versions of such works, but for advertising purposes only, and in which I shall be given full credit as author thereof, and I do for myself, my heirs, executors and administrators and assigns represent, warrant and guarantee that I am the sole owner of the dramatic and motion picture rights in and to such composition and novel and that I have not sold or made any other disposition of any of the motion picture rights in said composition or any version or adaptation thereof; that I have full right and authority to grant to D.W.Griffith, Incorporated, its successors and assigns all such above-mentioned rights, that I have not made or entered into any contract with anyone whomsoever by whom such rights are or could in any way be diminished or impaired or that would prevent said D.W.Griffith Incorporated, its successors and assigns from producing, booking, selling, distributing,

exhibiting and releasing and from causing to be produced, booked, sold, distributed, exhibited and released any and all motion pictures based upon such composition throughout the entire World at any time from and after the date of making of this agreement free from any restraint or interference by anyone whomseever.

And I do further agree not to make myself nor with my consent to permit any party to make any motion picture adaptation or version of such works during the term of the copyright of such motion picture adaptation and all extensions and renewals thereof.

And I do further agree with the said D.W.Griffith Incorporated, its successors and assigns to warrant and defend the rights in and to said works hereby granted to the said D.W.Griffith Incorporated, its successors and assigns against all and any persons whomsoever free and clear of all claims and damages of whatsoever kind and nature in so far as such claims or damages arise out of the invalidity of my original copyrights of "TOLERABLE DAVID" and I hereby agree to save and keep harmless and indemnify the said D.W.Griffith Incorporated, its successors and assigns, of and from all actions, suits, costs, liability and damages whatsoever which shall or at any time hereafter happen or come to it or them for or by reason of the invalidity of my original copyright on "TOLERABLE DAVID".

AND I do further agree to duly execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, instruments and assurances as may be required by said D.W.Griffith Incorporated, its successors and assigns in order to carry

A

COPYRIGHT OFFICE OF THE UNITED STATES OF AMERICA

Library of Congress—Washington

The Act of March 4, 1909, sec. 44, provides: "T[illegible] every assignment of copyright shall be recorded in [illegible] Copyright Office within THREE CALENDAR MON[illegible]ts after its execution in the United States or with[illegible] calendar months after its execution without th[illegible] be of the United States, in default of which i[illegible] void as against any subsequent purchaser o[illegible]agee for a valuable consideration, without [illegible]whose assignment has been duly recorded." (1,000)

The foregoing assignment of copyright, dated March 21, 1921, *and [illegible] for record in the Copyright Office on* May 24, 1921, *has been recorded [illegible]ght Office, book* 97, *pages* 37-40, *in conformity with the laws of the [illegible]s respecting copyrights.*

[illegible]Witness Whereof, the seal of this Office has been hereto affixed this Seve[illegible] *day of* June, 1921.

Thorvald Solberg

Register of Copyrights

out and effectuate the purposes of this agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day of March, 1921

Joseph Hergesheimer (L.S.)

STATE OF SC)
COUNTY OF Aiken) ss.:

On this 21 day of March, before me personally appeared JOSEPH HERGESHEIMER, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

W. Wm. Mackenzie

Notary Public for S. C.

THE LAMBS
130 WEST 44TH STREET
NEW YORK

March 22, 1921

My dear Mr Griffith:-

I have taken the liberty to dedicate my latest book - the fifth of a series of Authors Hand Books - to David Wark Griffith. I trust that you will look upon this as an indication of the esteem in which I hold your services as the pioneer artist in the domain of "The Feature Photoplay" - which, by the way, is the title of my work. * My previous volume - "The Universal Plot Catalog" - was dedicated to no less a fellow craftsman than Edgar Allan Poe. * If you have any grave objections to being the subject of my dedication - which does not in any way commit you to responsibilities for the matter contained in the volume - I should be glad to hear your protest and the little niche will be vacated in favor of a less worthy substitute. * We are going to press at once, so I will thank you for an immediate reply. * I shall take pleasure in sending you a copy of the book, regardless, when it is published.

FAITHFULLY YOURS

Henry Albert Phillips

15 West 67 Street

Central Park Studios

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

March 22nd 1921.

Guaranty Trust Co. of New York,
140 Broadway,
New York City.

Dear Sirs:

Supplementing our communication to you under date of July 9th 1920 relative to the undersigned, the D.W.GRIFFITH INCORPORATED, granting an option to Counselman & Co. to purchase all or any part of 125,000 shares of the undersigned's Class A stock, beg to advise that since the Company has sold, through the Central Union Trust Company of New York, the New York Transfer Agent, 50,000 shares, and that since the Central Trust Company of Illinois, the Chicago Transfer Agent, has been authorized to transfer up to 75,000 shares until instructed by the undersigned to the contrary, and since the Company has only sold through its Chicago Transfer Agent 24,479 shares you are hereby authorized and directed to register further additional certificates issued by the New York Transfer Agents in such names and for such number of shares ~~as~~ up to and including an aggregate of 12,500 additional shares as may be designated on the request of Counselman & Co., or their nominees, Bertron, Griscom & Co., and filed with such Transfer Agent, thus reducing the amount authorized to be issued by the Chicago Transfer Agent by 12,500 shares.

We are forwarding a copy of this letter to the Central Union Trust Co. of New York for their information, also a copy thereof to the Continental & Commercial Trust and Savings Bank, the Chicago Registra, and a copy thereof to the Central Trust Co. of Illinois, the Chicago Transfer Agent.

Will you therefore kindly recognize any requests as above stated at once, and oblige

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By A. H. T. Banzhaf

SECRETARY.

AHTB/CD

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

March 22nd, 1921.

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

My dear Bert:

In a letter which I received yesterday from London, Mr. Guedalla reported that Mr. Greenhill had a copy of the motion picture "DOWN ON THE FARM", which has not been delivered to the representative of the United Artists Corporation in London. I had an investigation made immediately at the office of the United Artists and ascertained that no copy had been delivered or sent to Mr. Greenhill by the United Artists, but that a copy had been delivered to Mr. Grey, prior to his sailing to London last Fall, at the time that he negotiated the sale of "ROMANCE" and "LOVE FLOWER". This copy of "DOWN ON THE FARM" ought to have been returned many months ago.

Will you kindly take the matter up with Mr. Grey and arrange for a cable to be sent to whomsoever he delivered the copy, requesting that person to deliver the copy of "DOWN ON THE FARM" to Guedalla, and I will cable Guedalla such information, just as soon as you let me know.

DFO'B:MM

Sincerely yours,

Dennis F. O'Brien

LAW OFFICES
FRANCIS E. BREWSTER
I. HAZLETON MIRKIL
HAZLETON MIRKIL, JR.
J. MICKLE HEMPHILL

407 LAFAYETTE BUILDING
N. E. COR. 5TH AND CHESTNUT STREETS
PHILADELPHIA

23 March 1921.

Albert H. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:

Enclosed please find executed assignment of World's rights of "Tol'able David" from Joseph Hergesheimer to D. W. Griffith, Inc. The other assignments which you desire to be reexecuted will be taken care of immediately on Mr. Hergesheimer's return which I anticipate will be the end of April.

Yours truly,

J. Mickle Hemphill

JMH/S

Enc.

March 24th 1921.

Mr. Dennis F. O'Brien,
% O'Brien, Malevinsky & Driscoll,
Fitzgerald Bldg., Times Square,
New York City.

Dear Cap:

I beg to acknowledge receipt of your favors of the 18th and 22nd inst., one relative to South American copyright and the other relative to print of "DOWN ON THE FARM", a copy of the latter letter I have mailed to Mr. Grey for his attention with request that he immediately notify you with whom the print was left and give you any co-operation which you may require.

In reference to the former regarding copyright matter, it would undoubtedly be the proper thing for the Artists to protect themselves in South and Central America and Mexico, and as soon as you have taken any definite action regarding the Fairbanks and Pickford interests please let me know.

Sincerely yours,

AHTB/GD

Greenhill matters

March 24th 1921.

Mr. ALBERT L. GREY,
#1476 Broadway,
New York City.

Dear Mr. Grey:

I am enclosing herewith copy of letter this day received from Cap. O'Brien relative to print "DOWN ON THE FARM" for England. Will you kindly take this matter up with Mr. O'Brien at once in order that their rights in this matter may be fully protected.

I also wish to advise that Mr. Praeger asked me if you would kindly reply to his favor of the 16th inst. relative to distribution of "LOVE FLOWER" and any other pictures that you may have control of in the West Indies & Bahamas. I have told Mr. Abrams that he could send a copy of the "LOVE FLOWER" to this territory for distribution upon the usual 80-20 % basis.

Very truly yours,

AHTB/GD
Enc.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

W. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

March 24 th, 1921.,

Received from D.W.Griffith Inc. Pay Roll check #6875 to the amount of $850. for week ending May 29 th, 1920.

Geraldine D. Gish

Signed.

Did not receive a check last week - Did you know it? G. Gish

Greenhill matters

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

March 24th, 1921.

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

My dear Bert:

Enclosed please find copy of letter from Guedalla, Jacobson & Spyer relative to the return of the copies that we forwarded. Since the dictating of this letter we have received a cable from Guedalla stating that the prints have been returned.

Sincerely yours,

Dennis F. O'Brien

DFO'B:MM

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

March 24th, 1921.

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

My dear Bert:

Enclosed are copies of letter from Mr. Guedalla, which you may keep for your files in re Allied Artists Corporation Ltd.

Yours very truly,

DFO'B:MM

(Encl.)

H. E. AITKEN
R. E. AITKEN

CIRCLE 2586

AITKEN, INC.
SEVENTEEN EIGHTY BROADWAY
NEW YORK

March
TwentyOfourth
1 9m2 1

Mr. Albert T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf,

I enclose herewith Waiver of deposit in the Wark Producing Company matter, signed by H. E. and R. E. Aitken, which I trust is what you require.

I also return to you the Waiver signed by D. W. Griffith Inc., and must apologize for its condition. I submitted this Waiver to Mr. Higley, Mr. Aitken's Attorney and he did not realize that it had already been executed by D. W. Griffith Inc., so marked it all up. I regret this very much and trust it will not inconvenience you in any way.

Yours truly,

~~Aitken Inc.~~,

By C.H. Peddrick Jr.

C.H.Peddrick, Jr.

United States District Court
Southern District of W.V.

In the matter of
Mark Producing Company
alleged Bankrupt

The undersigned ~~creditors does~~ creditors does hereby waive deposit of the 20 per cent ~~in payment~~ cash and notes ~~called for by the deposit required herein~~ on the claim of J. W. Griffith Inc. ~~Corporation~~ a creditor, ~~and this shall in no way be construed to be a waiver of said filing and requirement herein~~

Dated W.V. March 9 - 1921

J. W. Griffith Inc.
C. Pippin Jr.
Treas.

Counselman & Co.
112 West Adams Street
Chicago

March 24th, 1921.

Mr. Albert H. T. Banzhaf,
2 Rector St.,
New York, N. Y.

Dear Mr. Banzhaf:

I presume that you have read the rather over-stated and garbled reports of the contemplated organization changes in our Company. These press reports, however, somewhat over-stated the facts.

A half dozen of our best salesmen are being retained, and during the period of reorganization I am anxious to have them undertake a new campaign on Griffith stock, believing that they can tuck away a considerable block, while, on the other hand, we can keep them employed in the reorganization interim.

For reasons which I will not go into, it does not seem desirable to clear this business in quite the same manner as we have in the past. Will you, therefore, be kind enough to instruct the Central Trust Company to deliver to me, personally, D. W. Griffith Class A shares upon my payment at the rate of $8.50 per share?

I am making the above request with Mr. Counselman's full concurrence, and as an official of Counselman & Co.

I would be glad to have you issue instructions to the Central Trust Company of Illinois at your early convenience, as these salesmen have a number of trades pending which I would like to put through without further delay. I would appreciate it, in fact, if you would telegraph the Central and advise me by wire that you have so done.

Yours very truly,

A. L. Goodwillie

ALG:T

DG

Go ahead

David Wark Griffith
Orienta Point
Mamaroneck
N.Y.,

My dear Mr.Griffith:-To begin with,you don't know who I am.But that doesn't matter,I am not going to try to borrow anything from you,and I haven't any lame scenario to try to sell you.

I want to ask you to read over the enclosed manuscript containing an article which I intend submitting to a magazine,and inform me if you have any ojections to my making as free [redacted] with your name as I have done.

Also D.W.G. if you will,you might tell me frankly-and I mean that'frankly' stuff-what your private opinion of the article is.Can it-will it do the industry any harm?

In my experience as a newspaper man I have invariably found that these hypocrites (I do mean Crafts,I know him) suffer more from redicule;not being taken serious, than from straight hammering or pounding.By the way you might mention that fact to William A. Brady,president of the National Association of Motion Picture Industry.He no doubt knows it,but it'll do no harm to remind him.

Of course I know that you are outside the ~~xxxx~~ ring of objectionable picture producers the reformers are after,but here is the point:If they are allowed to direct the manufacture of pictures,you will find yourself in the ring as their self-importance grows.How do you know how soon you will be called before them and asked to explain why you allowed that girl to remain out in the snow in "Way Down East"You don't know.I don't know.Nobody knows just what a hypocrite will do next.

If the picture industry has a press or publicity department,let it train every gun and pen in the direction of these four-flushers.

Pardon my running to length,but I am interested.

Hoping to hear from you at your earliest convienence,I am very truly yours

W-T. Whitehead

64 Hasbrouck street
Newburgh
N.Y.,

March 24,1921

Dwelsche.

March 25th 1921.

Messrs. Counselman & Co.,
112 West Adams Street,
Chicago, Ill.

Gentlemen:

I enclose herewith copy of letter this day forwarded to the Central Trust Co. of Ill. and the Continental & Commercial Trust & Savings Bank, attaching thereto copies of letters mailed to the Guaranty Trust Co. and the Central Union Trust Co. of New York under date of March 22nd . I am sending these letters for your information and am also sending copies of the same to Bertron, Griscom & Co.

You should immediately take up with your associates, Bertron, Griscom & Co. relative to the division of the balance of the 100,000 shares authorized to be issued in order that we may notify the Transfer Agents and the Registras ~~that~~ the action of the Board in limiting the sale of stock to 100,000, instead of 125,000, as originally contemplated.

Very truly yours,

AHTB/GD
Encs. 2

MUSEUM OF MODERN ART FILM LIBRARY

March 25th 1921.

Bertron, Griscom & Co.,
40 Wall Street,
New York City.

Gentlemen:

I enclose herewith copy of letter this day forwarded to the Central Trust Co. of Ill. and the Continental & Commercial Trust & Savings Bank, attaching thereto copies of letters mailed to the Guaranty Trust Co. and the Central Union Trust Co. of New York under date of March 22nd. I am sending these letters for your information, and am also sending copies of the same to Messrs. Counselman & Co.

You should immediately take up with your associates, Counselman & Co. relative to the division of the balance of the 100,000 shares authorized to be issued in order that we may notify the Transfer Agents and Registras the action of the Board in limiting the sale of stock to 100,000, instead of 125,000, as originally contemplated.

Very truly yours,

AHTB/GD
Encs. 2

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

March 25th 1921.

Mr. C. H. Peddrick, Jr.
1789 Broadway,
New York City.

Dear Mr. Peddrick:

I have your favor of the 24th inst enclosing H. E. and R. E. Aitkens' Waiver of Deposit of the Wark Producing Corporation notes signed by them, for which please thank the Messrs. Aitkens' on behalf of myself and Mr. Griffith.

This indebtedness, the payment of which has been so temporarily waived, will be paid by the Wark Company or Mr. Griffith as soon as the outstanding notes have been paid.

Very truly yours,

Albert H. T. Banzhaf

AHTB:MD

Miss Weaver

NATIONAL ASSOCIATION OF THE MOTION PICTURE INDUSTRY
(INCORPORATED)

1520 BROADWAY NEW YORK CITY

FREDERICK H. ELLIOTT
EXECUTIVE SECRETARY

March 25, 1921.

Mr. D. W. Griffith,
1476 Broadway,
New York City.

Dear Mr. Griffith:-

I thought you would be interested to learn that the two new District of Columbia Commissioners Messrs. Rudolph and Oyster, have recently been quoted in the Washington papers to the effect that the present police regulations are sufficient to prevent the showing of any improper films.

From confidential advices from Washington, it is evident that we need have no worry about any censorship ordinance being adopted. The thanks of the industry being due you for the wonderful presentation which you made at the recent hearing.

Yours very truly.

F. H. Elliott

Executive Secretary,

FHE/N

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 2 5th 1921.

Mr. J. C. Epping,
c/o D.W.Griffith, Inc. Studio,
Mamaroneck, New York.

Dear Mr. Epping:

I am enclosing herewith Waivers of Deposit which please sign for the D.W.Griffith, Inc. and for the D.W.G. Corporation and have Mr. Griffith sign on one line personally and I will sign the other and remail to me at your earliest convenience.

This Waiver is similar to that signed by the Aitkens.

Very truly yours,

AHTB:MD
Encs.

HOUSE, GROSSMAN & VORHAUS
TIMES BUILDING
1475 BROADWAY
NEW YORK

MOSES H. GROSSMAN
WILLIAM GROSSMAN
LOUIS J. VORHAUS
ALFRED BEEKMAN
LEO R. BRILLES
FREDERICK HEMLEY

CABLE ADDRESS: "LAWHOUSE"
MAIN OFFICE
115 BROADWAY, NEW YORK

REPLY TO TIMES BUILDING OFFICE

March 25th, 1921.

D.W.Griffiths, Esq.,
Mamaroneck, N.Y.

Dear Sir:

Our client, Mr.Joseph M.Weber, has requested us to communicate with you in reference to an announcement in the daily papers which has just been brought to his attention, of a motion picture production which you intend to present under the title of "DREAM CITY".

Several years ago Mr.Weber acquired a play entitled "DREAM CITY" and all of the rights thereto, which was subsequently presented upon the stage, and as it is his intention to cause a motion picture version of it to be made, the presentation of any other motion picture or photo play under the same title will necessarily lead to confusion.

Under the circumstances, he will expect you to refrain from the use of the title, the value of which he has established by reason of the previous production of the play upon the stage in this and other parts of the United States.

We shall appreciate the courtesy of an acknowledgment of this letter, and hoping to hear from you within the next few days, we are,

Yours very truly,

House Grossman & Vorhaus

AB/JG

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

March 25th 1921.

Continental & Commercial Trust & Savings Bank,
Chicago, Ill.

Gentlemen:

I am enclosing herewith copy of letter handed to the Guaranty Trust Co. and the Central Union Trust Company, both of New York, the former being the Registra and the latter, the Transfer Agent, relative to transfers of Class A stock of D.W.GRIFFITH INCORPORATED, which letters speak for themselves. Will you kindly note that the amount of shares which you have been authorized to issue through Messrs. Counselman & Co. have been reduced by 12,500 shares. As a matter of fact through the action of the Board 25,000 shares of Class A stock have been withdrawn from the market and only a total of 100,000 shares are authorized to be sold, the division of sales of which you will be subsequently advised.

I am sending a copy of this letter to the Central Trust Company of Illinois for their information.

Very truly yours,

AHTB/GD
Enc. 1.

March 25th 1931.

Central Power Co. of Illinois,

Galesburg, Ill.

Gentlemen:

I am enclosing herewith copy of letter handed to the Guaranty Trust Co. and the Central Union Trust Company, both of New York, the former being the registrar and the latter, the transfer agent, relative to withdrawal of Class A stock of D.P.Chicago Inc. Corporation, which letters speak for themselves. Will you kindly note that the amount of shares which you have been authorized to issue through Messrs. Cornelius & Co. have been reduced by 12,500 shares. As a matter of fact through the action of the Board 25,000 shares of Class A stock have been withdrawn from the market and only a total of 1[illegible],000 shares are authorized to be sold, the division of which you will be subsequently advised.

I am sending a copy of this letter to the Continental & Commercial Trust & Savings Bank for their information.

Very truly yours,

AHB/JD
Enc. 1.

CLASS OF SERVICE	
Telegram	
Day Letter	X
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

March 26th 1921.

A L GOODWILLIE
112 West ADAMS STREET
CHICAGO ILLINOIS

LETTER REGARDING STOCK RECEIVED BOTH MARSHALL DODGE AND BENOIST ~~ARE~~ OUT OF CITY AM AWAITING THEIR RETURN FOR FURTHER ADVICES RELATIVE ~~THIS~~ MATTER BELIEVE NOTHING CAN BE DONE WITHOUT COUNSELMAN & COMPANYS CONSENT

BANZHAF

Charge A.H.T.Banzhaf Room 1615 - 2 Rector Street.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

March 26th 1921.

Report of Laboratory Work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		936		
Intolerance		9702		
Broken Blossoms		5645		
Ghost In The Garret		1077		
Lab. Machine Tests	24			
Picture C-13			3309	
Picture A-2			15251	
Picture U-2			14124	13145
	24.	17360	32684	13145

Positive Film Used.

Eastman stock	31681
Bay State Stock	657
Belgian Stock	17730
	50068

Negative Film used.

Eastman - - - - -13145

JAS. J. WALSH, M. D.
110 WEST 74TH STREET
NEW YORK

Mar. 28-21

My dear Mr. Griffith:-

My congratulations on the tributes paid to you the other evening. I feel sure that they were deserved. I have heard from someone that you are a rather faithful reader of my books. I hope that the report is true because of course I am quite assured myself that my books are well worth while. However there are others so there it is.

This being Easter time, however, I thought that I would send you this brief note of congratulation on your work to fit in with what so many others have said, for I too have found most, though perhaps not quite all, of what you do, as deserving of the highest commendation. I am sorry to say that I do not care very much for the movies, but one thing is perfectly sure that you are doing the best work that is being done in that line just now and what more can a man ask for than that.

With all good wishes for a happy Easter, you see the Church does not permit three Alleluias to be sung until next Sunday so as to show us that the climax of joy should not come all at once for it is likely to bring reaction and then Easter itself lasts until Ascension, I remain

Yours very sincerely,

Jas. J. Walsh

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, March 28, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
c/o J. C. Epping,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We are in receipt of check from the United Artists Corporation drawn on Canada for $105. The proceeds of this check, $92.14, together with the check for $2772. have been applied in reduction of your loan to $140,856.50.

Yours very truly,

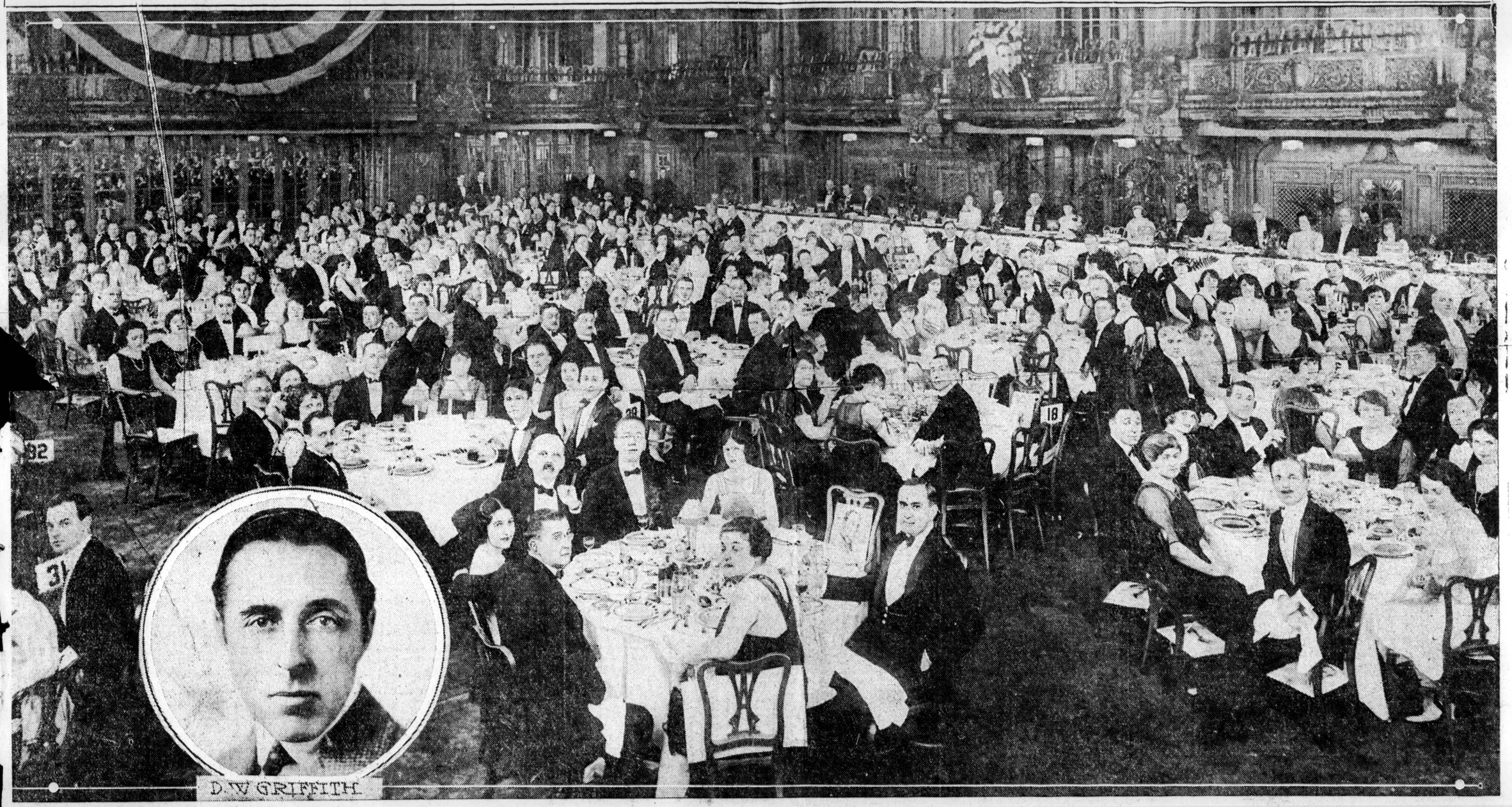
Assistant Treasurer.

66-169-2

164449.64
9693.86
174143.50

314,000.00
174143.50
140,856.50 OK

Friars with Banquet Pay a High Tribute to David Wark Griffith



TRIBUTE TO A PRODUCER—The Friars told David Wark Griffith what they thought of him on Sunday night in the Hotel Astor—and told it in terms so plain that the motion-picture producer blushed. Every activity of the stage and screen world was represented at the banquet. Thomas Dixon hailed Mr. Griffith as one of the first men in the country to recognize and reveal the spirit of bigotry stalking behind the movement for a screen censorship. Rennold Wolf criticised the spelling of the guest of honor's middle name, asserting that it should be "Work." Other speakers were William A. Brady, Walter C. Kelley, James J. Walker and Marie Dressler. Mr. Griffith, in modest acknowledgment of the eulogies, said that what measure of success he had achieved in the moving picture field was due primarily to the encouragement of the public in the production of the most ambitious films. John J. Gleason was toastmaster. Among the guests were Mr. and Mrs. R. H. Burnside, Miss Marion Davies, Miss Marie Dressler, James J. Walker, Miss Constance Talmadge, Joseph M. Schenck, Miss Hope Hampton, James E. Brulatour, Miss Norma Talmadge, Miss Dorothy Gish, Daniel Frohman, Miss Beatrice Fairfax, Miss Mae Murray, Miss Alice Brady, Miss Madge Evans and Anthony Paul Kelly.

(© Drucker & Co.)

COPY

March 29, 1921.

Counselman & Co.,
112 W. Adams Street,
Chicago, Ill.

Gentlemen:

Mr. Banzhaf has discussed with us and with Mr. Benoist the letter received from Mr. Goodwillie, requesting that the Central Trust Company be authorized to deliver D. W. GRIFFITH, Inc. Class "A" stock to Mr. Goodwillie at $8.50 per share.

We understood from Mr. Counselman, when he was here, that the firm of Counselman & Co. was going into liquidation and consequently, retiring from business. We, therefore, presume that Counselman & Co., as such, will not be offering or selling D. W. GRIFFITH, Inc. Class "A" shares. The original option on the stock was given to Counselman & Co., and our participation, as partners, therein on Joint Account came directly from Counselman & Co., although, as you know, the fact that we were nearer to the Griffith Company has placed a larger amount of work on our hands than the principals'.

In the new agreement entered into on February 18, 1921, on a divided Joint Account basis, each firm was to take up stock at $8.50 and sell for its own account.

We went into this business with Counselman & Co. and did so with confidence in the future handling of the GRIFFITH securities, because of our many years of most satisfactory association with your firm. You must recognize that it is a different matter, from our standpoint, if another firm is to have assigned to it the option from D. W. GRIFFITH, Inc., even though some of the partners of the new company may be former officers of Counselman & Co. The responsibility for the sale of the balance of the stock and the maintenance of the market in the future, as well as relations with the stockholders, will devolve more on us now than it has in the past and while we do not state that relations with any other firm would be undesirable, from our own standpoint, we would be glad to know a little further just what Mr. Goodwillie had in mind in his letter to the GRIFFITH Corporation. It is also a matter of especial interest to D. W. GRIFFITH, Inc. itself as to what firm will be behind the stock and we wish to put ourselves in a position to advise them, with the full information at hand.

Very truly yours,
BERTRON, GRISCOM & CO., Inc.
By Murray W. Dodge
Vice President.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receipt of this message requests a reply. May we have it, please?

RECEIVED AT 195 BROADWAY, N. Y.

B277GS 29 NITE

1921 MAR 29 PM 5 42

PASADENA CALIF 29

7269

BERT H T BANZHAF

2 RECTOR ST NEWYORK NY

WHY THE DELAY ON WARK REMITTANCE HAS CHECKS BEEN MAILED IF NOT HOW SOON GREAT CONVENIENCE IF COULD HAVE ASSURANCE OF HAVING IT HERE BY APRIL 5 PLEASE WIRE

LEWIS J HAMPTON.

135

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

IN-RE UNITED ARTISTS CORPORATION

March
30th
1921

Mr. Albert H.T. Banzhaf
2 Rector Street
New York City

My dear Mr. Banzhaf:

Enclosed please find draft of supplemental contract between Mr. Griffith and the United Artists Corporation, so as to include the territory of Cuba, Haiti, Jamaica, Porto Rico, Leeward Isles, Windward Isles and the Bahamas. If this be agreeable to you, will you kindly have it executed by Mr. Griffith?

I have sent similar contracts to Mary, Douglas and Mr. Burkan for Mr. Chaplin.

Sincerely yours,

Dennis F. O'Brien

DFO'B/IC

(Enc)

MEMORANDUM OF AGREEMENT

DAVID W. GRIFFITH

and

UNITED ARTISTS CORPORATION

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MEMORANDUM OF AGREEMENT, made in duplicate, (each executed copy to be regarded for all purposes as an original) and entered into this day of March, A.D. 1921, by and between DAVID W. GRIFFITH, of Mamaroneck, New York, hereinafter designated as ARTIST, party of the first part, and UNITED ARTISTS CORPORATION, a corporation organized pursuant to the laws of the State of Delaware, and having its principal place of business at 729 Seventh Avenue, City, County and State of New York, hereinafter designated as CORPORATION, party of the second part,

W I T N E S S E T H:

WHEREAS, the parties hereto did enter into, execute and deliver a contract dated the 5th day of February, 1919, by which the ARTIST did grant to the CORPORATION, and the CORPORATION did acquire from the ARTIST, the sole and exclusive right, license and privilege to market and turn to account certain motion pictures therein described, produced by the ARTIST, in the United States of America and the Dominion of Canada; and

WHEREAS, the CORPORATION has arranged to operate an exchange in Havana, Cuba, to market its pictures in the territory of Cuba, Haiti, Jamaica, Porto Rico, Leeward Isles, Windward Isles and the Bahamas; and

WHEREAS, both parties are desirous of modifying the aforesaid contract so as to include the territories of Cuba, Haiti, Jamaica, Porto Rico, Leeward Isles, Windward Isles and the Bahamas;

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and covenants herein contained, and for the further consideration of the sum of One Dollar, each to the other in hand paid, the receipt whereof is hereby mutually acknowledged, it is agreed by and between the parties hereto as follows:

FIRST:

The CORPORATION and the ARTIST agree that the aforesaid contract shall be modified, and by these presents is modified so as to include the territory of Cuba, Haiti, Jamaica, Porto Rico, Leeward Isles, Windward Isles and the Bahamas; and that the division of the receipts derived from the marketing and turning to account of the motion pictures of said ARTIST in said territory, shall be seventy percent (70%) to said ARTIST, and thirty percent (30%) to said CORPORATION; and that in all other respects the aforesaid contract between the parties hereto shall remain in the same full force and effect as if this supplemental agreement had not been made and entered into by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument the day and year first above written.

_____(L.S.)

UNITED ARTISTS CORPORATION

By

_____
President

Dev Gdwe

Counselman & Co.

112 West Adams Street
Chicago

March 30th, 1921.

Mr. Albert H. T. Banzhaf,
2 Rector St.,
New York, N. Y.

Dear Sir:

Referring to Mr. Goodwillie's letter of the 24th inst., and your telegram in reply thereto.

We do not see why it is necessary to consult either Mr. Dodge or Mr. Benoist regarding our request that you be kind enough to instruct the Central Trust Company to deliver to our Mr. A. L. Goodwillie D. W. Griffith, Inc., Class A Shares upon his payment at the rate of $8.50 per share.

You will recall that the option on these shares runs to us and, therefore, your compliance with our request in this matter will be greatly appreciated.

Your reply by wire to the effect that you have instructed the bank in this matter will be appreciated.

Yours very truly,

CC:T

Chas Counselman

Had talk with
B. G. & Dodge
at 3.30, agreed all
stock orders go through
Chas. C. & Co. Apr 1st.
aB.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

March 30, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, New York.

Dear Sirs:

We beg to acknowledge receipt of your check for $8,000. which we have applied on account of your Way Down East note.

After making the above payment there still remains a balance due of $101,235.24.

Very truly yours,

Assistant Secretary.

200,000 00
98,764 76
101,235 24

WHS/HGH
BANKING

W.N.

Counselman

BERTRON, GRISCOM & CO., INC.
40 WALL STREET
NEW YORK

LAND TITLE BUILDING
PHILADELPHIA

March 30, 1921.

Albert H.T. Banzhaf, Esq.
2 Rector Street,
City.

Dear Mr. Banzhaf:

Thank you for the copy of letter from Mr. Goodwillie. I think it would be entirely improper, until we know just how matters stand, for the D.W. GRIFFITH, Inc. to instruct the Central Trust Company to deliver stock to Mr. Goodwillie personally. In our talk with Mr. Counselman no such thought was suggested by him.

For your information, I am enclosing a copy of letter written by us to Counselman & Co. and I think no steps should be taken until we have received a full reply and have had a consultation.

Very truly yours,

Enc:✓

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

March
30th
1921

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

Dear Bert:

Enclosed is copy of telegram sent to Mr. John Fairbanks and copy of his answer, relative to the Barrymore pictures. I thought you should have this prior to our next meeting of the Board of Directors.

Sincerely yours,

Dennis F. O'Brien

DFO'B/IC

(Enc)

Form 1206

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

March 25th, 1921

JOHN FAIRBANKS
c/o DOUGLAS FAIRBANKS STUDIO
HOLLYWOOD, CALIFORNIA

HAD CONFERENCE WITH GODSOL WHO STATED HE WAS WILLING TO ENTER INTO SAME CONTRACT FOR BARRYMORE AS WE SUBMITTED TO BARRYMORE LAST SUMMER TO DISTRIBUTE BARRYMORES PICTURES EXCEPT THAT HE WOULD SUBSCRIBE FOR BARRYMORE AND HIMSELF FOR THE SAME AMOUNT OF PREFERRED STOCK AS EACH OF THE ARTISTS HAS AND WOULD WANT SAME PROVISIONS PERTAINING TO COMMON STOCK AS EACH OF THE ARTISTS HAS GODSOL GETS ONE THIRD AND BARRYMORE TWO THIRDS OF NET PROFITS DERIVED FROM BARRYMORE PICTURES STOP NEILAN IS DIRECTING BARRYMORES PICTURE IN FLORIDA AND THEY EXPECT TO FINISH PICTURE SHORTLY PLEASE TAKE UP MATTER WITH ARTISTS REGARDS

DENNIS F. O'BRIEN

Form 1206

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Mar. 29, 1921

DENNIS F O'BRIEN
1482 BROADWAY NEW YORK

ANSWERING YOUR WIRE TWENTY FIFTH HAVE TALKED WITH ARTISTS HERE AND THEY DO NOT FEEL INCLINED TO CONSUMATE DEAL WITH BARRYMORE AND GODSOL ON BASIS OF SELLING THEM STOCK INTEREST IN UNITED STOP THEY ARE WILLING TO RELEASE HIS PICTURES ON BASIS SEVENTY-FIVE TWENTY-FIVE UNITED STATES STOP CONDITIONS ARE DIFFERENT FROM A YEAR AGO AND THEY WOULD NOT DISPOSE OF ANY UNITED STOCK TO ANY ONE REGARDS

JOHN FAIRBANKS

Form 1217

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	X
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

COPY (Dated) March 31st,1921

Samuel Gompers
President American Federation of Labor,
Washington
D.C.

Have just received personal report from Albany where censorship bill for motion pictures now pending. Sâtuation very grave and unless every effort we can possibly put forth is made the bill will pass. There is a public hearing before joint committees at Albany on Tuesday April fifth at two o'clock in the afternoon. A few of us will be on hand. May I not urge you to join us and go to Albany for this hearing? If they can get censorship for New York State am sure you realize how quickly it will spread to other states throughout the country. Urging your co-operation and appreciating your consideration. Will you please advise me by wire fourteen seventy-six Broadway.

D.W. GRIFFITH

Copy of telegram sent to Mr. Gompers to-day

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	X

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

March 31st 1921

LEWIS J HAMPTON

PASADENA CALIFORNIA

CHECK WILL BE MAILED ABOUT THREE WEEKS SAME IN RECEIVERS HANDS

BANZHAF

charge Banzhaf Room 1615 - 2 Rector St.,

COPY

135A

New York, March 31, 1921,

UNITED ARTISTS DISTRIBUTION IN EUROPE.

Herewith is an approximate estimate, very conservatively figured, of the amounts the productions of the United Artists should gross in the European countries designated. The three columns represent, First, the amount in the local currency;second, its equivalent in dollars at the standard rate of exchange and the third computed at the present exchange rate. Where $70,000. at the current rate is figured for one picture, if the money is left on the other side, it is reasonable to assume that the exchange rate will improve at least 25% within a year(the French rate has recovered 14% in the last three months) and instead of being $70,000, the return would be $87,000 and another 25% recovery would bring the gross to over $100,000.

GERMANY AND RUSSIA

The estimate herewith does not include Germany and Russia as the German exchange is so low and Russian conditions too upset to come to intelligent figures at this time. However, since there are as many motion picture theatres (8,000) in Germany and Russia as there are in all of the other European countries combined, and enumerated on attached list, it will be seen that the revenue will be doubled when conditions right themselves. It is now possible to start distribution in Germany as the embargo against the admittance of foreign films has been partially lifted.

EXCHANGE

If the funds collected can be left on the other side,from 6 to 7 % interest will be available and in addition to this, the advantage from the advance of the exchange rate will accrue. In France, for example, government bonds could be purchased and should it be desired to use part of these funds here,certain banks will loan against them - the same as with American Liberty bonds.

DISTRIBUTION

It would be ny suggestion to at once open a Paris office so that distribution can be well started before the less active months of Summer - July and August -.I believe that first runs can be arranged in Paris within three weeks to a month after the opening of the office. I have the advantage of connections with the theatres and trade in France, which would make it possible for me to get more promptly started and in general operation,than one unfamiliar with conditions.

For two years, during the war, I was a special representative of the Department of State in certain of the European countries, and during that time, made important diplomatic connections which have been of great value to me in doing business since.

After the Paris exchange is started, I would advise opening offices in Belgium, Switzerland, Holland, Spain, Scandanavia and Italy. At first, I think the physical distribution of the films could be done more reasonable in these countries, through an existing exchange (one which does not handle other American pictures) but the selling, contracting, exploitation, etc., to be entirely controlled by a United Artists representative, which I would select, all of the offices working under my supervision. Later, United Artists exchanges could be opened when the number of pictures in circulation warranted the expense.

EXPLOITATION

The greatest fault with the present method of distribution in Europe is their lack of knowledge of exploitation and service. The theatres are given very little help by the distributors and consequently are ignorant of any methods of creating new business or securing the largest attendance. I have great confidence in the returns which will come from the United Artists subjects abroad, and the success of their exchanges and offices, through care in proper titling, presentation, exploitation and a service to theatres such as is given in this country. The selection of the representatives in the various countries would be made with consideration for their fitness to carry on the same policy inaugurated with the Paris exchange, thus placing the United Artists subjects in a class by themselves throughout Europe.

COST OF DISTRIBUTION

The cost of distribution would be within 25%-possibly a little more in France but this would be equalized by a lower cost in the smaller countries. I think $50,000 net is assured for each picture, at the present exchange rate and leaving out Germany and Russia, and not figuring the steady appreciation with improved exchange rates if the money is left abroad.

COST OF OPENING OFFICES

I estimate that $10,000 would be ample to cover the expenditures in connection with the opening of the Paris exchange and the other European offices, to cover office rent, salaries, retitling, Custom duties, etc., until local returns began to come in.

SALARY

I should like a salary of $350. a week and transportation expenses. I do not, however, wish to burden the enterprise with any heavier expenses than necessary at the start and would be willing to take $300. a week for several months, with the understanding that I would then receive salary at the rate of $350. and be paid the difference of $50. from the commencement of my connection. I should, of course, pay my own living expenses in Paris but would be ask to be allowed hotel expenses on business trips away from Paris. I believe I can give full valuation for this compensation in the knowledge and very broad experience which I have had both in this country and Europe and through my connections

there, which will enable me to accomplish results quickly and, I feel confident, produce financial returns at least approximating the estimate I have submitted.

(Singed)
Guy Croswell Smith.

		Equivalent normal exchange	Equivalent present exchange
France	250,000 frs.	$50,000	$17,000.
Belgium,	50,000 "	10,000	3,5000
Switzerland,	60,000 "	12,000	9,000
Holland,	14,000 florins	6,000	5,000
Spain) Portugal)	60,000 pesata	8,000	6,000
Sweden) Norway) Denmark)	38,000 krone	10,000	9,000
Finland,	60,000 marks	20,000	2,000
Italy,	75,000 lire	25,000	5,000
Czechoslovakia,	150,000 crowns	30,000	3,000
Poland,	20,000 marks	4,000	2,000
Greece,	8,000 drachma	2,5ee	1,000
The Balkans: Turkey) Roumania) Bulgaria) Albania) Georgia) Armenia) Persia)	150,000 francs	30,000	5,000
Jugoslavia: Montenegro) Serbia)	60,000 lea or frs.	12,000	2,000
		$ 219,500	$ 69,500

Germany

Austria

Hungary

Russia

Ukraine

Esthonia
Latvia
Lithuania

U.A.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

March 31st, 1921.

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

My dear Bert:

Enclosed please find copy of telegram received today.

I presume that if such an association is formed it would be with the understanding that the pictures would be released through United Artists. Will you take it up with Mr. Griffith at your convenience.

Sincerely yours,

Dennis F. O'Brien

DFO'B:MM

Form 1206

[redacted] OF SERVICE DESIRED	
[redacted]	
[redacted]	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

March 31st, 1921.

DENNIS F. O'BRIEN
1482 BROADWAY NEW YORK

MARY DOUGLAS CHARLIE CONTEMPLATING STARTING INDEPENDENT PRODUCING COMPANY WITH FRANK WOODS IN CHARGE STOP NEW COMPANY TO FILM WELL KNOWN STORIES FOR RELEASE BY UNITED STOP LITTLE MINISTER FIRST PICTURE CONTEMPLATED STOP FINANCING BY BANK HERE WITH INDIVIDUAL NOTES OF ARTISTS AS SECURITY STOP ASK GRIFFITH IF HE WILL JOIN THEM STOP PROPOSE TO ESTABLISH FUND OF THREE HUNDRED THOUSAND EACH ARTIST SIGNING NOTE FOR SEVENTY FIVE THOUSAND STOP WOODS CROWD TO GET TWENTY FIVE PERCENT OF PROFITS BALANCE TO FOUR ARTISTS STOP THEY WANT ABRAMS AND YOUR OPINION BEFORE PROCEEDING FURTHER STOP VERY ANXIOUS GRIFFITH JOIN THEM STOP NEW COMPANY WOULD PRODUCE MINIMUM FIVE PICTURES FIRST YEAR REGARDS

JACK

F Wynne Jones matters.

March 31st 1921.

Gimbel Brothers,
32nd Street & B'way,
New York City.

Attention of W.H.O'Brien,
#28-248

Dear Sir:

Confirming our telephone conversation some time ago, I beg to advise that owing to the absence of Mr. & Mrs. Jones from the City, I am unable to settle the above matter upon any terms other than as follows:

Your Company is to re-possess itself of the piano and the graphaphone which Mr. and Mrs. Jones purchased from you, they having paid upon the former $118. and upon the latter approximately $20., in consideration of Mr. and Mrs. Jones waiving the statutory resale and notice thereof, by your Company re-possessing itself of these articles, and your Company to release Mr. and Mrs. Wynne Jones from any further liability thereon and they are to release your Company from any other liability. You are to retain the money so paid on account as liquidated damages in full for all claims against them.

Upon this condition you may use the enclosed letter addressed to Mrs. Watkins, 254 W.93rd Street, in whose possession the piano and graphaphone were left, which letter authorizes her to deliver to you the piano and the graphaphone.

Will you kindly confirm this understanding, and oblige

Very truly yours,

AHTB/GD
Enc.

March 31st 1921.

Mrs. Watkins,
254 West 93rd Street,
New York City.

Dear Madam:

As attorney for Mr. and Mrs. Wynne Jones, I hereby authorize you to deliver to Cimbel Bros. or their order, piano and graphaphone now in your possession, the property of Mr. and Mrs. Wynne Jones, and as such attorney for them, hereby release you from any and all liability arising out of such delivery.

Thanking you for your attention to this matter, I remain

Very truly yours,

AHTB/GD

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

Allied Artists

IN-RE

March 31st, 1921.

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

My dear Bert:

Enclosed please find of letter received from Guedalla in re Allied Artists Corporation Ltd.

Sincerely yours,

Dennis F. O'Brien

DFO'BFMM

(Encl.)

Jones Wynne

March 17th 1921.

GIMBEL BROTHERS,
32nd ST. & Broadway,
New York City.

Attention W.E.O'Brien,
File #28 - 248
Piano - 3-19.

Dear Sir:

Your favor of the 9th inst. addressed to Mrs. F.W.Jones, 254 W. 93rd Street, requesting check for $17. to cover installment due on piano for month of February has been handed to me for attention.

I have to advise that Mr. & Mrs. Jones have left the City and have gone abroad to live, and it is very doubtful if they will ever return, at least not for some time. Apparently there is some amount still due you on account of the piano and possibly on the graphaphone. I have been advised that you have received $118. on account of the piano and I do not know how much has been paid on the Graphaphone. Therefore kindly advise me as to what hassbeen paid on account of both the above articles and what is still due thereon, also if this was a piano or a pianola, and what you will take relative to this matter, and oblige

Very truly yours,

AHTB/GD

Gimbel Brothers

32ND ST. BROADWAY-33RD ST.

NEW YORK

CREDIT
OFFICE

When replying, please refer to file number 28-248 Piano 3-19
March 9 1921.

Mrs F W Jones
254 W 93rd St.,
City.

Dear Sir:

Kindly favor us with your check for $17.00 to cover instalment which became due on your Piano account for the month of February and oblige,

Yours very truly,

GIMBEL BROTHERS, NEW YORK

BY: M O'Brien

O'B/FF

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH, INC.
PRESENTS
WAY DOWN EAST

GENERAL OFFICES 303 LONGACRE BLDG. NEW YORK
TELEPHONE · · · BRYANT · 6761 · 6762 · 9486
A L GREY · · · · GENERAL MANAGER

Mar. 12, 1921.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York.

Dear Mr. Banzhaf:-

I have a piano and graphaphone from Gimbels for which I paid over $118. on the one and something on the other. The number of the account is 28-248..

I requested them to take the piano back making a loss of this amount to myself, but they seem to be disagreeable and require that the contract be honored. The piano at present is in the custody of Mrs. Watkins 254 West 93rd St. Kenyatt

I am writing you in case they make some obligation to the United Artists. If it is absolutely necessary for me to go ahead with this contract, I am prepared to do so. I find that the cost of shipping to London is so extreme, it would be absolutely absurd for me to even contemplate it.

Very truly yours,

F. Wynne-Jones
pres Dr.

FWJ/W

GUEDALLA, JACOBSON & SPYER

WINCHESTER HOUSE
OLD BROAD STREET
LONDON E. C. 2

Dennis O'Brien, Esq.
1482 Broadway
New York
U. S. A.

Dear Sir:

The Allited Artists Corporation Ltd.

Herewith we beg to enclose two prints of the Memorandum and Articles of Incorporation.

We have obtained Certificate of Incorporation late this afternoon and have at once rushed it to the printers to get them to print and bind up the copy of the Certificate in time for the mail which leaves this evening. The mails go so uncertainly that we thought it better to get this work rushed through for your information.

The Corporation is incorporated as from the date when we lodged the papers at the registrar of Joint Stock Companies, namely on the 15th inst.

It is entitled now to commence business forthwith.

There are seven signatories, you will observe, consisting of Mr. Guedalla and six members of our staff.

We have appointed Major King, who is Mr. Guedalla's Secretary the secretary of the Company pro tem.

It is not customary for us to take Companies into this office, but as none of your people were over here, we have provisionally registered the registered office of the Company as being at Winchester

House, Old Broad Street, namely in our suite of offices, but we should be glad if steps could be taken at the earliest possible date to secure other office room.

As we understand that the General Manager and Treasurer of the United Artists Corporation are on the water, and will be arriving here any day now, we no doubt will receive instructions as to what to do in this respect.

When the Allited Artists Corporation will have issued to the shareholders their certificates for one share each, we will procure from each of the shareholders a transfer signed in blank, and will pin the respective certificates thereto, and hold same at your disposition on behalf of the United Artists Corporation to do with what you think right.

Meantime, Major Kind will be attending to all the necessary things which one had to do in connection with getting a new Company going. There are different forms to fill up and file at Somerset House, etc. etc. and different things to purchase, seal, books, etc. and we will make note to have the Statutory Meeting called in due course.

It will be for the signatories to appoint the first directors of the Company; until then the signatories possess the powers of directors.

We herewith beg to enclose copy of cable we have today sent you.

We are, dear Sir

Yours faithfully,

GUEDALLA, JACOBSON & SPYER

MEMORANDA IN RE "JAVA HEAD" CONTRACT.

* * * * * * *

Mr. Hergesheimer will agree to extend the period in which to do the story "JAVA HEAD" to five (5) years from January 1, 1923 and the production must be completed on or before January 1, 1929.

In consideration of which, the Griffith Company agrees to give Mr. Hergesheimer, in case the Corporation wishes to sell the rights hereunder, an option to purchase this story at the sum of $15,000., plus 6% on $10,000. from the 12th day of March 1920 to the date of the exercise of the option.

On the failure to exercise said option by Mr. Hergesheimer, the Griffith Company is to submit the name of the would-be purchaser to the then acting President of the Authors League of America for his decision, whether or not the proposed purchaser is one who is a first class motion picture producer, or one who has first class motion picture connections in the opinion of the then acting President as aforesaid. The judgment of the then acting President shall be final on both parties and in case the then-acting President should determine that the would-be purchaser is not qualified to so produce, the Griffith Company shall not again submit the said would-be purchaser's name to any succeeding acting President of the Authors League of America but he may submit other would-be producers.

Both parties are to have a right to submit a memoranda to the then acting President for the purpose of influencing his decision, which memoranda is to be kept

confidential.

The then President of the Authors League having this question to determine is to determine it on a basis that the intentions of the parties at the time of making this agreement was that that which Mr. Hergesheimer wanted and to which Mr. Griffith agreed was to have, if not the best producer, to wit, Mr. Griffith, then someone as close to his standing as possible.

J.M.H.

Note: This is not to be included in the written contract but is to be treated as part of the original memoranda in which this connection was had and may be submitted by either party if this question should ever arise.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

April 1 st,1921.,

Received from D.W.Griffith Inc. pay roll check #7129
to the amount of $1000. for week ending June 5th,1920.

Gillian Gish

Signed.

ZALKIN & COHEN
COUNSELORS AT LAW

HARRY ZALKIN
MOSES COHEN

LEWIS H. SAPER
EDWARD REES
NATHAN COPLAN
DAVID M. PALLEY

PHONE 0308 0309 0310 0311 WORTH

49 CHAMBERS STREET
NEW YORK

April 1, 1921.

Albert H. T. Banzhoff, Esq.,
2 Rector Street,
New York City.

Re WARK PRODUCING CORPN.

Dear Sir:

In compliance with your request, we herewith enclose copy of petition and order for receiver to deposit fund for composition and petition to confirm composition.

Yours very truly,

Zalkin & Cohen

ER:AEP
Encs.

UNITED STATES DISTRICT COURT
Southern District of New York.

- - - -

Southern District of New York,ss:

On this 4th day of April,A.D.1921, on reading the foregoing petition for composition, it is

ORDERED by the Court that a hearing be had upon the same before the Judges of the U.S.District Court, in the U.S.Court House and Post Office Building,in the Borough of Manhattan,City and County of New York, on Monday, April 18,1921, at 10:30A.M., and that notice thereof be published in the Daily News Record,a newspaper printed in said District, and that all known creditors and other persons in interest may appear at the said time and place and show cause,if any they have,why the prayer of the said petition should not be granted,and also attend the examination of the alleged bankrupt thereon.

AND IT IS FURTHER ORDERED by the Court that the Referee in charge shall send by mail to all known creditors copies of said petition and of this order addressed to them as required by law.

WITNESS,the Honorable LEARNED HAND,Judge of the said Court, and the seal thereof,at the City of New York in said District, on the 4th day of April,1921.

ALEX.GILCHRIST,jr.,Clerk.

(Seal)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ER:AEP

Fol.1

UNITED STATES DISTRICT COURT,

Southern District of New York.

- - - - - - - - - - - - - - - - - - X

In the Matter

-of-

WARK PRODUCING CORPORATION,
Alleged Bankrupt.

In Bankruptcy
No.28911

- - - - - - - - - - - - - - - - - - X

STATE OF NEW YORK,)
2 ; ss.
City and County of New York.)

ALBERT H. T. BANZHAF, being duly sworn, deposes and says that he is the president of the above-named alleged bankrupt.

That the alleged bankrupt has offered terms of composition to its creditors, which said composition has been accepted by a majority in number and amount of such creditors.

3 That the alleged bankrupt is not indebted to the United States Government for income tax, sales tax, or any other kind or nature of tax, nor to any other county, district or municipality thereof.

SWORN TO BEFORE ME, this)
day of April, 1921.) .....

.....

Mr. Walter N. Seligsberg,
43 Cedar Street,
New York City.

Dear Sir:

I approve the payments heretofore made by you as Receiver in the matter of Wark Producing Corporation and out of the moneys that there now remains in your account as Receiver and deposited in the Guaranty Trust Company, you are authorized and directed to make the following payments:-

To yourself, for commission as Receiver and distribution under composition	2728.67
To yourself, disbursements	None
To Zalkin & Cohen, as attorneys for Receiver and petitioning creditors,	5000.00
To Zalkin & Cohen, disbursements, as attorneys for Receiver and petitioning creditors	45.00
To Mark G. Holstein, attorney representing creditors,	400.00
To John G. Pembleton, attorney for bankrupt,	1000.00

WARK PRODUCING CORPORATION

By_____
President.

ER:L

Fol.1 UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- -x

In the Matter :
of : In Bankruptcy, No. 28911.
WARK PRODUCING CORPORATION, :
Alleged Bankrupt. :

- -x

STATE OF NEW YORK) SS.
COUNTY OF NEW YORK)

2 ALBERT H. T. BANZHAF, being duly sworn, deposes and says: That he is the president of the above named alleged bankrupt, against whom a petition in bankruptcy was filed. That an offer of composition to pay one hundred cents on the dollar, twenty-five cents in cash and the balance in endorsed notes, was made, which said offer of composition was accepted by all creditors, and confirmed by the court.

That the alleged bankrupt is paying the following fees and disbursements:

3

To Walter N. Seligsberg, receiver, for commissions and for distribution,	2728.67
To Walter N. Seligsberg, for disbursements, ...	none
To Messrs. Zalkin & Cohen, attorneys for petitioning creditors and attorneys for receiver, ...	5000.00
To Messrs. Zalkin & Cohen, for disbursements incurred, ...	45.00
To Mark Holstein, attorney representing creditors, ...	400.00
To John G. Pembleton, as attorney for the bankrupt, and for effecting adjustment with creditors, ...	1000.00
Total,	$ 9173.67

4 In addition thereto, the alleged bankrupt herein has paid the Referee's expenses herein.

It has made no payment nor has it promised to make any payment to any person rendering services in effecting or aiding the composition, or to any attorneys, counsel or other representative of creditors or creditors' committee, except as above stated.

That no reclamation proceedings are pending and none have been brought.

Sworn to before me this
day of April, 1921. _____

5

6

Sir :—

Please take notice that the within is a copy of a.....
this day duly made and entered herein in the office of the Clerk of the United States District Court for the.....District of New York.

Dated, N. Y.....192

Yours, &c.

ZALKIN & COHEN

Solicitors for.....

Office and Post Office Address,

49 CHAMBERS STREET

Borough of Manhattan, New York City.

To .....Esq.

Solicitors for.....

Sir :—

Please take notice that an order of which the within is a true copy will be presented for settlement and entry herein to Hon. .....District Judge at his Chambers, in the..... Building, Borough of.....in the City of New York, on the.....day of..... .....192 at 10:30 o'clock in the forenoon.

Dated, N. Y.....192

Yours, &c.

ZALKIN & COHEN

Solicitors for.....

49 CHAMBERS STREET

Borough of Manhattan, New York City.

To .....

Solicitors for.....

DOCKET NO. 28911.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT of NEW YORK

In the Matter

of

WARK PRODUCING CORPORATION

Alleged *Bankrupt*

COPY

AFFIDAVIT FOR PAYMENT OF FEES.

ZALKIN & COHEN

Solicitors for Receiver.

49 CHAMBERS STREET

Borough of Manhattan, New York City.

To .....Esq.

Solicitors for.....

Due and proper service of a copy of the within .....
is hereby admitted.....
Dated, New York,.....192
.....

Solicitors for.....

Fold here J. Meyers, Stat. & Print. Co., Inc., 301 Broadway, N. Y.

COUNTY OF
CITY OF NEW YORK, } ss.:

....., being duly sworn, deposes and says that ....he is....the....in the within action; that he has.... read the foregoing....and knows the contents thereof; that the same is true to h own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

Sworn to before me, this....
day of....19 } .....

UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK.

.....

In the Matter :

of :

WARK PRODUCING CORPORATION,
:

Bankrupt. :

.....:

Upon the annexed petition of ALBERT H.T. BANZHAF, duly verified, and upon all the pleadings and proceedings heretofore had herein,

Now, upon motion of Zalkin & Cohen, attorneys for the Receiver, it is,

ORDERED, that WALTER N. SELIGSBERG, Receiver herein, be and he hereby is authorizing to deposit the sum of $30,901.50 out of the funds in his hands as Receiver in the Guaranty Trust Company of the City of New York, to the credit of the Judges of this Court, on account of the composition of the above named bankrupt.

_____

U.S.D.J.

UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK.

.....

In the Matter :

of :

WARK PRODUCING CORPORATION,
:

Bankrupt. :

.....

TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK:

The petition of ALBERT H.T. BANZHAF, respectfully shows:

That your petitioner is the President of the Wark Producing Corporation against whom an involuntary petition in bankruptcy was filed.

That your petitioner offered a settlement to his creditors on the basis of 100¢ payable 25¢ in cash and the balance in endorsed notes.

That the majority of creditors in number and amount have accepted the said settlement.

That your petitioner is about to ask for the confirmation of the composition.

That WALTER N. SELIGSBERG, the Receiver herein, has in his possession sufficient moneys to meet the first payment of 25¢.

WHEREFORE, your petitioner prays that an order be made herein authorizing the said Receiver to deposit to the order of Judges of the United States District Court for the Southern District of New York, the sum of $30,901/50

Albert H. T. Banzhaf
Petitioner.

City and State of New York,
County of New York. } ss.

ALBERT H. T. BANZHAF, being duly sworn, deposes and says; that he is the petitioner herein, that he has read the foregoing petition and knows the contents thereof; that the same is true of his own knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters, he believes it to be true.

Albert H. T. Banzhaf

Sworn to before me this
1st day of April, 1921.
Gertrude Bauer
Notary Public

Sir :—

Please take notice that the within is a copy of a..... this day duly made and entered herein in the office of the Clerk of the United States District Court for the.....District of New York.

Dated, N. Y.....192

Yours, &c.

ZALKIN & COHEN

Solicitors for.....

Office and Post Office Address,

49 CHAMBERS STREET

Borough of Manhattan, New York City.

To .....Esq.

Solicitors for.....

Sir :—

Please take notice that an order of which the within is a true copy will be presented for settlement and entry herein to Hon. .....District Judge at his Chambers, in the..... Building, Borough of.....in the City of New York, on the.....day of..... .....192 at 10:30 o'clock in the forenoon.

Dated, N. Y.....192

Yours, &c.

ZALKIN & COHEN

Solicitors for.....

49 CHAMBERS STREET

Borough of Manhattan, New York City.

To .....

Solicitors for.....

DOCKET NO. 28911.

UNITED STATES DISTRICT COURT
Southern...DISTRICT of NEW YORK

In the Matter

of

WARK PRODUCING CORP.,

Alleged *Bankrupt*

COPY

PETITION AND ORDER FOR RECEIVER TO DEPOSIT FUND FOR COMPOSITION.

ZALKIN & COHEN

Solicitors for.....

49 CHAMBERS STREET

Borough of Manhattan, New York City.

To .....Esq.

Solicitors for.....

Due and proper service of a copy of the within .....
is hereby admitted.....
Dated, New York,.....192
.....

Solicitors for.....

Fold here J. Meyers, Stat. & Print. Co., Inc., 301 Broadway, N. Y.

COUNTY OF
CITY OF NEW YORK, } ss.:

....., being duly sworn, deposes and says that ....he is....the.....in the within action; that he has..... read the foregoing.....and knows the contents thereof; that the same is true to h own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

Sworn to before me, this.....
day of.....19 } .....

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

- - - - - - - - - - - - - - - - - - - -x

IN THE MATTER

-of-

WARK PRODUCING CORPORATION,

Alleged Bankrupt.

- - - - - - - - - - - - - - - - - - - -x

I, the undersigned hereby waive deposit of the notes called for by the deposit agreement in above matter but this shall in no way be construed as a waiver or cancellation of my claim., or the payment of the initial 25%.

Dated: New York, N. Y. APRIL 1931.

Edwin L. Barnhart

by Albert W. Barnhart
Atty

ER:AEP

Fol.1 UNITED STATES DISTRICT COURT,

Southern District of New York.

- X

In the Matter — In Bankruptcy No.28911

-of-

WARK PRODUCING CORPORATION,
Alleged Bankrupt.

- -X

TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK:

2 The petition of ALBERT H. T. BANZHAF respectfully shows:

1. That he is the president of the above-named concern against whom a petition in involuntary bankruptcy was filed.

2. That after he was examined at a meeting of its creditors and had filed in Court schedules of its property and a list of its creditors as required by law, it offered terms of composition to its creditors, which
3 terms have been accepted in writing by a majority in number of its creditors and whose claims have been allowed which number represents a majority in amount of said claims.

3. That the consideration to be paid by the said bankrupt to its creditors, the amount necessary to pay all debts which have priority and the costs of the proceedings have been deposited subject to the order of the Judges of the United States District Court, for the Southern District of New York, in the Guaranty Trust Co., of

4 New York City, a designated depository of money in Bankruptcy cases.

4. That the creditors of the bankrupt herein hold certificates of ~~stock~~ indebtedness, as will more fully appear by reference to the schedules filed herein. That the certificates which each of the said creditors hold, are respectively numbered for the purpose of identification.

5. The condition of the acceptance of the offer of composition is predicated upon the terms of the return of the certificates held by the respective creditors upon the receipt of the composition dividend.

5

6. That payment of the dividends after the confirmation of the composition shall be made by Zalkin & Cohen, attorneys for the receiver herein, so that the said certificates held by said creditors be placed with the said Zalkin & Cohen, as attorneys, upon the deliverance of dividend to said creditors.

WHEREFORE, your petitioner respectfully prays that the said composition may be confirmed by said Court, and that Zalkin & Cohen, attorneys for the receiver, be directed to distribute said dividend to all creditors upon the deposit with them of certificates held in this instance.

6

Dated, April 1st, 1921.

Albert A. L. Barzlay
Petitioner

Sir :—

Please take notice that the within is a copy of a.....
this day duly made and entered herein in the office of the Clerk of the United States District Court for the.....District of New York.

Dated, N. Y.....192

Yours, &c.

ZALKIN & COHEN

Solicitors for.....

Office and Post Office Address,

49 CHAMBERS STREET

Borough of Manhattan, New York City.

To .....Esq.

Solicitors for.....

Sir :—

Please take notice that an order of which the within is a true copy will be presented for settlement and entry herein to Hon. .....District Judge at his Chambers, in the..... Building, Borough of.....in the City of New York, on the.....day of..... .....192 at 10:30 o'clock in the forenoon.

Dated, N. Y.....192

Yours, &c.

ZALKIN & COHEN

Solicitors for.....

49 CHAMBERS STREET

Borough of Manhattan, New York City.

To .....

Solicitors for.....

DOCKET NO. 20913

UNITED STATES DISTRICT COURT

Southern DISTRICT of NEW YORK

In the Matter

of

[illegible] CORPORATION,

Alleged *Bankrupt*

COPY

PETITION

to confirm composition

ZALKIN & COHEN

Receiver,

Solicitors for.....

49 CHAMBERS STREET

Borough of Manhattan, New York City.

To .....Esq.

Solicitors for.....

Due and proper service of a copy of the within .....
is hereby admitted.....
Dated, New York,.....192
.....

Solicitors for.....

Fold here J. Meyers, Stat. & Print. Co., Inc., 301 Broadway, N. Y.

COUNTY OF
CITY OF NEW YORK, } ss.:

ALBERT H. T. BANZHAF, being duly sworn, deposes and says that he is the petitioner in the within action; that he has read the foregoing petition, and knows the contents thereof; that the same is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

Sworn to before me, this 1st day of April, 1921.

Gertrude Bruen
Notary Public

Albert H. T. Banzhaf

Waiver of all claim except to receive 25% including subrogated claim

F. G. Patten	Proof & waiver filed		
Chas Clemmer	"	"	"
Walter M. Delzeyberg	"	"	"
William D. Gist	"	"	"
F. J. Goodwill	"	"	"
Mrs. F. J. Goodwill	"	"	"
Louis Delzeyberg	"	"	"
F. Stafford	"	"	"
H. E. Arthur	"	"	"
R. E. Arthur	"	"	"
F. J. Hawthorne	"	"	"

Mrs Marsh waiver filed apr 20 - 21

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CLASS OF SERVICE	
Telegram	X
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

Dwelche

COPY OF WESTERN UNION TELEGRAM

April 2 1921

CHARLES COUNSELMAN & CO.

112 WEST ADAMS STREET

CHICAGO ILLINOIS

HAD CONFERENCE MR GOODWILLIE BENOIST MATTERS ARRANGE TO GOODWILLIES SATISFACTION REGARDS

BANZHAF

charge A.B.T.Banzhaf Room 1615 - 2 Rector Street.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

April 2nd 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		1522		
Love Flower		60		
Idol Dancer		14461		
Intolerance		205		
Broken Blossoms		3955		
Marshall Neilan			3015	
Dream Street		6228		
Picture U-2			16380	14699
		26431	19395	14699

Positive Film used.

Eastman stock	24722
Bay State stock	18224
Belgian stock	2880
	45826

Negative film used

Eastman - - - - - 14699

Respectfully submitted by
The League for Clean Advertising

A Degrading and Disgusting Advertisement

Here is an advertisement that justifies editorial condemnation. It is a libel on Womanhood and Motherhood. It refers to the glorious mothers of our beloved America as "Female Animals," and makes the dastardly statement that "Woman has no greater problem than this"—to hold her mate.

In other words, your mother and my mother had no greater problem in life than the sexual desires of the lower animals.

And so this "Greatest Problem" is now discussed "in a rapture of entertainment."

What a commentary on the precious Womanhood of our country—of all countries!

And this advertisement from D. W. Griffith, the acknowledged leader of the motion picture industry; the man who is fighting Censorship in the guise of being an innocent lamb himself, but under whose cloak of virtue there arises such a hideous thing as this advertisement.

For your information, this display appeared in the New York Evening Journal of Saturday, April 2, 1921.

WHY IS IT THAT WOMAN IS THE ONLY FEMALE ANIMAL THAT LOSES HER MATE?

Do The Boys Call Your Girl "Old Iron Sides" AND

When she goes to dances . . . . insist she remove her corset?
The newspapers report this happening in all parts of the country.
Do boys do this because it is the present day start along the path of Lennox Sanderson . . . . that is the double standard?

Women--old and young--think of this for a moment

Why is it that woman is the only female animal that loses her mate **while she still wants to hold him?**
The little squirrel in the park doesn't . . . . nor the wolf in the wood . . . . nor the lioness . . . . even the ostrich has brains enough to be faithful . . . . only woman, the female of the human animal does.
Woman has no greater problem than this . . . . and now it is discussed with a rapture of entertainment . . . . an intensity of suspense never before known.
That is why club-women all over America are making a careful campaign to have every man and every woman see . . . . .

D. W. Griffith's - Most Popular Picture Ever Made

WAY DOWN EAST

NOW SHOWING AT FORTY-FOURTH STREET THEATRE

Twice Daily 2:15 and 8:15 (Inc. Sun.) Popular Prices for Sunday Matinees

---

The annual meeting of the stockholders of UNITED ARTISTS CORPORATION, was held at the office of the Company, 729 Seventh Avenue, in the borough of Manhattan, New York City, on the 4th day of April, 1931, at 3 o'clock P.M.

The meeting was called to order and presided over by the President, Mr. Hiram Abrams. Mr. Albert H.T.Banzhaf, Secretary of the Corporation, acted as Secretary of the meeting.

The Secretary called the roll of stockholders and reported that out of a total of 4,000 shares, issued and outstanding, there were present in person or by proxy, stockholders holding 4000 shares, being more than a majority of such stock. The Secretary also reported that the proxies on file with him had been examined and found to be correct. The following is a summary of the various representations by proxy:

DOUGLAS FAIRBANKS by DENNIS F. O'BRIEN

GLADYS MARY FAIRBANKS, known as Mary Pickford, by DENNIS F. O'BRIEN:

CHARLES CHAPLIN was represented by NATHAN BURKAN:

D.W.GRIFFITH, INC., was represented by ALBERT H.T.BANZHAF, its Secretary.

The Secretary also presented an affidavit showing that a copy of the notice of this meeting had been mailed at least twenty days previous to the meeting, in accordance with the by-laws. Upon motion duly made, seconded and unanimously adopted, the report of the Secretary was accepted and the affidavit was ordered placed on file.

The President's annual report was presented to the meeting, and upon motion duly made, seconded and unanimously adopted, it was ordered placed on file.

The Treasurer's annual report was presented to the meeting, and upon motion duly made, seconded and unanimously adopted, it was ordered placed on file.

The Chairman then announced that the meeting would proceed to the election of directors for the ensuing year. Mr. Paul N. Lazarus and Miss Mary W. Rusk the inspectors of election, duly subscribed and verified the oath of office required by statute, and entered upon the discharge of their duties. The election being held by ballot showed that Messrs. BURKAN, BANZHAF, ABRAMS and O'BRIEN and Mrs. CHARLOTTE PICKFORD received a plurality of all the votes cast, and the Chairman thereupon declared the aforesaid persons to be duly elected directors of the company for the ensuing year.

The meeting then proceeded to elect two inspectors of election for the ensuing year, and Mr. PAUL N. LAZARUS and Miss MARY W. RUSK having received a plurality of all the votes cast were declared by the Chairman to be duly elected inspectors of election for the ensuing year.

There being no further business before the meeting, on motion duly made, seconded and unanimously adopted, the meeting was adjourned.

_____
S E C R E T A R Y

APPROVED

_____
C H A I R M A N

UNITED ARTISTS CORPORATION organized under the

LAWS OF DELAWARE

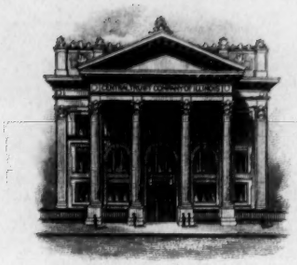
ALPHABETICAL LIST OF STOCKHOLDERS

At closing of books on the 36th day of March, 1921.

NAME	RESIDENCE	SHARES Common	SHARES Preferred
Charles Chaplin	Los Angeles, Calif.	1000	300
Douglas Fairbanks	Los Angeles, Calif.	1000	300
Gladys Mary Fairbanks	Los Angeles, Calif.	1000	300
D. W. Griffith, Inc.	New York City, N.Y.	1000	300
United Artists Corp'n.	New York City, N.Y.	1000	---
		5000	1200

Correct:

_____
Secretary



CENTRAL TRUST COMPANY OF ILLINOIS

CAPITAL AND SURPLUS $7,000,000.

TRUST DEPARTMENT
WILFRID L. BURGESS
ASSISTANT SECRETARY

125 WEST MONROE STREET

CHICAGO,

April 2, 1921.

Mr. Albert H.T.Banzhaf, Secretary,
D.W.Griffith, Inc.,
2 Rector Street,
New York City.

Dear Sir:

In re: D.W.GRIFFITH, INC.

We have received from Messrs. Counselman & Co. $297.50 covering 35 shares of Class A Stock of D.W.Griffith, Inc. at $8.50 per share, with the request that such stock be issued in the manner indicated on the copy of the request enclosed herewith.

We are crediting the commercial account of D.W.Griffith, Inc. with the sum of $295.75, balance of proceeds after deducting the cost of revenue stamps in the amount of $1.75.

Very truly yours,

Assistant Secretary.

LBD

Dwlsbnc

April 4th 1921.

Mr. Aksel K. Bodholdt.,
Assistant Sect. Trust Department,
Central Trust Co. of Illinois,
125 W. Monroe Street,
Chicago, Ill.

Your file #4473.

Dear Sir:

I beg to acknowledge receipt of your favor of the 28th ult. with reference to transfers of Class A stock of D.W.GRIFFITH INCORPORATED and in reply thereto, I am enclosing herewith certified copy of resolution withdrawing 25,000 shares of Class A stock on market, leaving a total of 100,000 shares authorized to be sold.

Will you kindly wire daily to Bertron-Griscom & Co. 40 Wall Street the number of shares transferred through your Company, at the close of business each day, as we are now approaching the limit of the authorized issue and wish to keep in close touch with the same, and oblige

Very truly yours,

AHTB/GD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

U. A.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE United Artists Corporation
John Barrymore

April
4th
1921

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

My dear Bert:

Enclosed please find copy of letter received from Mr. Godsol and copy of my reply.

Sincerely yours,

Dennis F. O'Brien

DFO'B/IC

(Enc)

COPY

April 2, 1921

Mr. Dennis O'Brien
1482 Broadway, City

My dear Mr. O'Brien:

Thanks for your letter of March thirtieth.

I wish to explain that I approached you the other day because I felt under an obligation. It was through your kindness that I made the deal with Barrymore and I promised you I would not consider any other releasing proposition before I talked to you; in fact, I practically assured you that the United Artists would get the release. Therefore, as soon as the picture had proceeded far enough to enable me to negotiate, and before I had discussed a releasing proposition with anyone else, I met you and tried to make my word good by not bargaining but immediately offered to accept the same terms that you had already offered Mr. Barrymore.

The stock meant nothing to me as I would have only been able to retain one-third; Mr. Barrymore being entitled to the other two-thirds. I only asked for this stock because it had been originally offered to Mr. Barrymore.

It seemed to me that the arrangement would have been a most advantageous and agreeable one to all concerned and it is a matter of real regret to me that the proposal is now withdrawn. You can readily understand, however, that I cannot make a deal that would be less favorable to Mr. Barrymore than the one originally offered him.

Sincerely yours,

F. J. Godsol

April
4th
1921

Mr. F. J. Godsol
469 Fifth Avenue
New York City

My dear Mr. Godsol:

This is to acknowledge receipt of your letter of April 2nd, 1921, the contents of which I have sent to each of the owners of the United Artists Corporation.

I regret exceedingly that you have come to the conclusion that a deal cannot now be made for the release of Mr. Barrymore's pictures in conformity with the suggestions made by our clients. Should you and Mr. Barrymore change your minds in this matter, I shall be very happy to meet with you.

Please understand that our clients are not seeking to bargain, but have changed the policy relative to the sale of the stock of the corporation because of the number of negotiations pending for the distribution of pictures of other artists.

Sincerely yours,

DFO'B/IC

Studio made
Wyner
Corrected

GIMBEL BROTHERS

32ND STREET - BROADWAY - 33RD STREET NEW YORK CITY

CREDIT OFFICE

When replying, please refer to file number 28-248 P 4-14

April 4th 1921.

Mr Albert Banzhaf
% Banzhaf & Pembleton,
2 Rector St., City

Dear Sir:

We write to acknowledge the receipt of your esteemed favor bearing date of March 31st., addressed to the attention of the writer and want to take this opportunity to thank you for your courtesy extended.

You are advised that our Delivery Department obtained the the articles in question on Saturday, April 2nd., 1921.

Yours very truly,

GIMBEL BRITHERS, NEW YORK.

BY N. E. O'Brien

O'B:AH

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromoo"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"
London Paris
Liverpool Havre
Brussels
Constantinople

New York, April 5, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
c/o J. C. Epping,
D.W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We wish to advise having received from the United Artists Corporation $3568. We have also received from the above, check for $248.50, the proceeds of which, $219.92, have been applied, together with the former check, in reduction of your time loan to $137,068.58.

Yours very truly,

G T Scherzinger
Assistant Treasurer.

66-169-2

168,017.64
9,913.78
$ 177,931.42

315,000.—
177,931.42
137,068.58 ok.

JVI.85
21992
101.90

WESTCHESTER LIGHTING COMPANY

MOUNT VERNON, N. Y.

H. A. DOERING
ASSISTANT SECRETARY

April 5, 1922.

D. W. Griffith Studio,
Orienta Point,
Mamaroneck, N. Y.

Gentlemen:

Attention is called to a change in our filed schedule reducing the cost of electric current supplied you under contract. This reduction is effective April 1, 1922 as follows:

> "It is further understood and agreed that the price for each kilowatt hour of electric current supplied under this demand contract at a potential in excess of 240 volts, shall be subject each month to an addition or a deduction of $.00035 (35/1000 of a cent) per kilowatt hour for each ten per cent (10%) of increase or decrease from the normal price for bituminous coal of $3.00 per long ton to Westchester Lighting Company, f.o.b. New York Harbor, as filed with the Public Service Commission."

This supersedes the rate of $.0005 (5/100 of a cent) making a reduction of $.00015 per kilowatt hour.

Yours very truly,

H A Doering

Assistant Secretary.

ELECTRIC
CURRENT

CLA[illegible] SERVICE	
Telegr[illegible]	
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

APRIL 6, 1921

DENNIS F O'BRIEN
1482 BROADWAYNEW YORK

DOUGLAS AND MARY IN FAVOR OF PHILADEPHIA PROPOSITION PROVIDING THIR PART IS FIFTY PERCENT OR BETTER OF WEEKLY RECEIPTS AFTER EXPENSES OF NOT EXCEEDING THIRTY FIVE HUNDRED DOLLARS WEEKLY HAVE BEEN DEDUCTED AND YOU ARE AUTHORIZED TO NEGOTIATE WITH FELT BROTHERS FOR THEIR PICTURES CHARLIE ABSOLUTELY REFUSES TO ENTERTAIN THE PROPOSITION FOR HIS PICTURES STOP CHARLIE DOUGLAS AND MARY WILLING TO TAKE OVER CARNIVAL PICTURE ON BASIS OUTLINED AND HOPE YOU ARE ABLE TO SECURE IT REGARDS

D JOHN FAIRBANKS

N.A.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

April 6th, 1921.

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

Dear Mr. Banzhaf:

Enclosed please find copy of telegram from John Fairbanks, which is self-explanatory.

Very truly yours,

Dennis F. O'Brien

DFO'B:MM

Mamaroneck, N.Y.
April 6, 1921.

Sir James Barrie,
c/o Charles Scribner & Sons,
597 Fifth Avenue,
New York, N.Y.

Dear Sir;

It has come to my notice that the Famous Players Lasky Corporation are about to do your famous story "Peter Pan". As you know, I have always felt that this would be a most wonderful production on the screen, and that the principal role should be portrayed by one who has near the ability that Miss Adams had in the original production.

I have taken the presumption to recall to your mind Miss Mae Marsh who played in "INTOLERANCE", and I remember your commenting so highly on her performance, particularly in the Court Room where she gives the little wiggle waggle to the Judge. If it is not too late, I believe word from you to the Famous Players suggesting her as the most likely screen artist to portray this wonderful characterization will receive the attention her work merits.

Incidentally, what is going to happen to "THE LITTLE MINISTER"? As a personal and confidential suggestion, why don't you keep that out of the hands of the highway robbers and let us put on an artistic production of it, and release it at high prices,- instead of throwing it away as these people do. I can say this freely to you, as it was printed in the trade papers in London. You and we both should get some real returns -- financially at least, if this means anything to you.

I don't know if you remember that I told you that Dixon received nearly $780,000 for his royalties on THE BIRTH OF A NATION. This is not cinema money, but real good United States currency, and Mr.Brady, to whom I paid $175,000 for WAY DOWN EAST, made a tremendous mistake financially. If he had taken a percentage of the profits, he would have done as well as Mr.Dixon.

Whether you believe it or not, one of my dearest treasures

is the little book to which you so kindly subscribed your name, and among my dearest memories are those of the time spent up in your quaint place on the embankment. By the way, how is the new place? If I ever get time to settle down and live in a house, and if you have not a copyright on that front room you were building and fixing up with the cook stove near by, I shall model mine after that very room. I shall never forget the vision it presents of chops and steaks and pipes and cigarettes and very very pleasant conversation and all the very nicest things of life. Incidentally, I have got my visions all mixed up, but they are visions nevertheless.

This is the place as I see it, but at the dinner that actually happened, we were expecting an air raid. Incidentally, while air raids may not be pleasant to the unfortunate, they certainly do put a lot of "pep" into life, and, while it would not be good form to say that I regret them, it is not amiss to say that I do miss them in these monotonous times of fourteen hours a day labor, and the only bombs that fall are those manufactured by the famous munition firm of Thomas Burke & Company, exploding with a loud and terrific earth-shaking noise as to how the pictures don't do his stories right.

Incidentally, I am anxious for you to see WAY DOWN EAST, which was America's best "old hokum" melodrama, with a "wronged gel" and everything in it, and which with much labor we made into a long motion picture. The people seemed to like it better than anything that has yet been done - at $5.00 top prices in New York. It has been running all season in this city, and is in its seventh month in Boston, which is ordinarily a four weeks stand for stage plays and only two weeks for the best pictures. I am telling you all this trying to get the good brains at work on the big channel in the Cinema art -- or movie business, if you like the last phrase better.

Most sincerely yours,

P.S. I know you will pardon the typewriter. At least you would -- gratefully and freely -- if you ever tried to read my handwriting.

ZALKIN & COHEN
COUNSELORS AT LAW

HARRY ZALKIN
MOSES COHEN

LEWIS H. SAPER
EDWARD REES
NATHAN COPLAN
DAVID M. PALLEY

PHONE 0308 0309 0310 0311 WORTH

49 CHAMBERS STREET
NEW YORK

April 7, 1921.

Mr. Albert H.T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf: Re Wark Producing Corp.

You have undoubtedly received notice of confirmation of the composition in the above matter on April 18th.

Under the notice sent out by the Referee the certificates deposited will have to be deposited with us before payment thereon is to be made. This covers the suggestion made by you heretofore in regard to the surrender of the certificates.

Very truly yours,

Zalkin & Cohen

HZ.SM

CENTRAL TRUST COMPANY OF ILLINOIS

CAPITAL AND SURPLUS $7,000,000.

AKSEL K. BODHOLDT
TRUST OFFICER

125 WEST MONROE STREET

CHICAGO.

April 8, 1921.

Mr. Albert H.T.Banzhaf,
2 Rector Street,
New York.

Dear Sir:

We acknowledge receipt of your letter of April 4th with enclosures relating to the transfer of Class A stock of D.W.Griffith, Inc., and note you desire us to wire collect daily to Bertron-Griscom & Co., 40 Wall St., New York, the number of shares issued through our company at the close of business each day, and beg to say such matter will be given our attention.

Yours very truly,

Trust Officer.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

April 9th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		167		
The Love Flower		45		
Broken Blossoms		562		
Marshall Neilan		14366		
Dream Street		47814		
Picture U-2			3531	2640
Machine Tests	12			
	12	62954	3531	2640

Positive stock used.

Eastman	48516
Bay State	562
Belgian	17419
	66497

Negative stock used.

Eastman	2640

Mamaroneck, N. Y.
April 8, 1921.

Sir James M. Barrie,
C/o Charles Scribner and Sons,
597 Fifth Ave.,
New York, N. Y.

Dear Sir:

It has come to my notice that the Famous Players Lasky Corporation are about to do your famous story "Peter Pan". As you know, I have always felt that this would be a most wonderful production on the screen, and that the principal role should be portrayed by one who has near the ability that Miss Adams had in the original production.

I have taken the presumption to recall to your mind Miss Mae Marsh who played in "Intolerance", and I remember your commenting so highly on her performance, particularly in the Court Room where she gives the little wiggle-waggle to the Judge.

If it is not too late, I believe word from you to the Famous Players suggesting her as the most likely screen artist to portray this wonderful characterization will receive the attention her work merits.

I am suggesting this in the interests of the art and know that you will take it as such.

With kindest personal regards and best wishes, I remain

Sincerely yours,

Mr. Jerome C. Jackson

Hotel Albert
11th St. & University Place
New York City, N. Y.
April 9, 1921.

Dear Sir:

This is to bring to your notice material of a very unique and powerful character, compiled from the diary and "Brief" of my late father, the Honorable Colonel H. I. Kowalsky, who, for many years, was the personal attorney and counsellor to the late King Leopold of Belgium.

This case of international fame was successfully pleaded by Col. Kowalsky, before the various Crowned Heads of Europe and also successfully presented to Congress, during the administration of Theodore Roosevelt, and is given special mention in the National Cyclopedia of America, which publishes the career of Col. Kowalsky as a famous national character.

I have a great deal of publicity of my father's and also myself, all of which go to make the film production of the above mentioned.

If you are interested, I will be glad to take the matter up in person and detail with you.

Trusting to hear from you at an early date, I am,

Yours very truly,

Olga M. K. Harris
née
Kowalsky

CLIPPING FROM FLUSHING DAILY TIMES

APRIL 9, 1921

NOT FILMED.

"DREAM STREET"

A tip-toe byway of this teeming world of lovers.

Where Good Love and Bad Love Meet on the Common Level of Romance

D. W. GRIFFITH'S

Masterful depiction of

The Love of Two Brothers

Each for the other . . . and their love for the same girl.

A Love That

causes them to tear at each other's throat one instant . . draw to each other's bosom in another.

CENTRAL THEATRE, Broadway at 47th St.

Two Shows Daily Curtains 2:30 and 8:30

Something Sensational is going to happen in connection with "*Dream Street*".

C. H. KELSEY, PRESIDENT.

CAPITAL AND SURPLUS $ 17,000,000.

FRANK BAILEY, VICE PRESIDENT.

Title Guarantee and Trust Company,

REAL ESTATE TITLE INSURANCE.

BANKING, TRUSTS.

176 BROADWAY, MANHATTAN.
137 WEST 125TH STREET, HARLEM.
370 E. 149TH ST. (NEAR 3RD AVE.) BRONX.
90 BAY ST., ST. GEORGE, S.I.

175 REMSEN ST., 196 MONTAGUE ST., BROOKLYN.
350 FULTON ST., JAMAICA.
67 JACKSON AVE., LONG ISLAND CITY.

176 Broadway,

New York,

TRUST DEPARTMENT

FRANCIS F. THOMASSEN, TRUST OFFICER
ALLEN H. REMSEN, ASST. TRUST OFFICER

April 9th, 1921.

Wark Producing Corporation.

B Bailey

Mr. Albert H. T. Banzhaf,
2 Rector St.,
N. Y. City.

Dear Sir:

As stated to you over the telephone last week, the voting trust agreement covering stock of the Wark Producing Corporation expires on April 19th, 1921. We understand that the parties interested were to consider whether or not a new agreement is to be entered into for a further period of 5 years.

Will you kindly let us know at an early date what decision has been arrived at in order that we may prepare to act accordingly?

Very truly yours,

Thomas A Foster

for the Company.

T. A. FOSTER.....EK

TO ENCOURAGE, AID AND INSTRUCT PEOPLE OF FOREIGN BIRTH TO BECOME CITIZENS OF THE UNITED STATES
TO SPREAD THE MESSAGE AMERICA, THE LAND OF OPPORTUNITY AND RECIPROCAL OBLIGATIONS.

Downtown Branch
95 SECOND AVENUE

Yorkville Branch
407 EAST 73RD STREET

League of Foreign Born Citizens

(An Institution for Americanization)

Incorporated 1913

NATIONAL EXECUTIVE OFFICE
303 FIFTH AVENUE
NEW YORK

PHONE LONGACRE 4361

PRESIDENT
NATHANIEL PHILLIPS

EXECUTIVE DIRECTOR
HAROLD FIELDS

ADVISORY BOARD
WILLIAM FELLOWES MORGAN, CHAIRMAN
GEORGE W. WICKERSHAM, VICE-CHAIRMAN
CHARLES L. BERNHEIMER, TREASURER
MRS. VINCENT ASTOR
GEORGE GORDON BATTLE
GEORGE E. BLACKWELL
ABRAM I. ELKUS
MOISE L. ERSTEIN
LOUIS W. FEHR
JOHN J. FLOHERTY
MRS. ARNOLD GOTTLIEB
MRS. A. BARTON HEPBURN
OTTO H. KAHN
DR. GEORGE F. KUNZ
SAM A. LEWISOHN
GEORGE McANENY
ANNE RHODES

NATURALIZATION COUNCIL
EXECUTIVE COMMITTEE
WILLIAM F. SCHNEIDER, COUNTY CLERK
MERTON A. STURGES, CHIEF NATURALIZATION EXAMINER
CHARLES WEISER, NATURALIZATION BUREAU U. S. DISTRICT COURT

ADMINISTRATIVE COMMITTEE
ARNOLD BINGER
ROYAL DIXON
CHARLES HENRY LEE
SAMUEL W. LEVINE
G. CARL LOTZ, M. D.
RAPHAEL PERLMAN
JACOB WEISS

April 11th, 1921.

Mrs Warner

D.W. Griffith, Esq.,
1476 Broadway,
New York City.

Dear Mr. Griffith:-

On behalf of the League of Foreign Born Citizens, I wish to express our very sincere appreciation of the spirit of co-operation which caused you to grant, for the cause of the League, the opportunity of presenting your production, "Dream Street", at the home of Mrs. Vincent Astor on Wednesday evening last.

We feel that, to have won the confidence of the leader in the struggle for the higher idealistic possibilities of the motion picture, is a signal cause for thankfulness on the part of our organization.

With earnest personal esteem, I am,

Yours very sincerely,

Nathaniel Phillips

President,
League of Foreign Born Citizens.

NP/TS.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Member of Federal Reserve System

Cable Address: "Fidelitas"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, April 11, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. Elkins

Mr. D. W. Griffith,
Orienta Point,
Mamaroneck, New York.

Dear Sir:

We have today received from the United Artists Corporation checks for $2,181.20 and $119.00. This latter check has been discounted by us as follows:

Amount of check - - - - - - - - - -	$119.00
Less 11 1/4% discount - - - - - -	13.39
Proceeds - - - - - - - -	$105.61

This amount together with the above $2,181.20, making a total of $2,286.81, has been applied in reduction of your time loan dated May 14, 1920 to $134,781.77.

Yours very truly,

Assistant Treasurer.

66-1

170,198.84
10,019.39
$ 180,218.23

315,000.00
180,218.23
$ 134,781.77

April 12th 1921.

Mr. D.C. Mulliman,
Atty. for Central Union Trust Co.,
80 Broadway,
New York City.

Dear Mr. Mulliman:

Pursuant to our conversation over the 'phone relative to the Wark Bankruptcy matter, I beg to confirm herewith the following understanding which I had with Mr. Leary relative to the Tallman certificates of indebtedness.

Your Company is to release the amount which we now have on deposit in your 42nd Street Branch approximately $4,000. in order that the Receiver, or after his discharge, the Corporation, may check against this fund. The Bankrupt Company is to pay 25% of the amount due on said certificates of indebtedness at the time agreed upon with the other certificate holders checks for which will be forwarded by the Referee in Bankruptcy some time this month. We are also to deliver to you notes of the Wark Company endorsed by Mr. Griffith as per the composition agreement for the balance of the amount due, the notes to be payable as specified in the aforesaid agreement. It is understood, however, that as soon as the indebtedness of the Griffith Corporation to the Central Union Trust Company is fully liquidated that we are to take up the remaining notes unpaid in anticipation of their due dates.

Very truly yours,

AHTB/GD

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LARKIN, RATHBONE & PERRY

CABLE ADDRESS "LAWYERLY NEW YORK"

ALBERT RATHBONE.
ADRIAN H. LARKIN.
JOHN M. PERRY.
ARTHUR H. VAN BRUNT.
LEWIS H. FREEDMAN.
HENRY V. POOR
ALBERT STICKNEY.
HERSEY EGGINTON.

Central Union Trust Company Building
80 Broadway, New York

File 487-79.

April 13, 1921.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Mr. Banzhaf: Re: WARK PRODUCING CORP.

I have your letter of the 21th inst. in the above matter, and have communicated the contents thereof to the Trust Company.

The full amount of our claim is $12,712.50 on which we should receive a cash payment of 25% and the balance in notes, in accordance with the plan.

Very truly yours,

DCM/MF

D. W. Griffith Productions

INTER-OFFICE MESSAGE

To Mr. Silber

Date 4/13/21

From C. M. Conway

Time

Reply to

Mr. F. V. Walsh, $100.00

Mr. L. Geiger, 125.00

Mr. M. Glanz, 125.00

Kindly give checks to me and I will mail out each week as I usually have mail going to these men every day.

Thank you.

OK
CMC

Please make all replies on back of this memorandum.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

April 13, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, New York.

Dear Sirs:

We beg to acknowledge receipt of your check for $15,000. which we have applied on account of your Way Down East note.

After making the above payment there still remains a balance due of $71,235.24.

Very truly yours,

Assistant Secretary.

200,000.
128,764.76
$ 71,235.24 ok

Our remittance not acknowledged
typing pay. ok

W.P.B.

WHS/HGH
BANKING

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

62

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

April 13, 1921.

Mr. A. H. T. Banzhaf,
#2 Rector St.,
New York City.

Dear Sir:

As per instructions of Mr. Epping, we are enclosing herewith Mr. Griffith's federal tax report for the year of 1920.

Yours very truly,

D. W. GRIFFITH INC.

By R. B. Austin,

Department of Education
THE CITY OF NEW YORK

Julia Richman High School
60 WEST 13TH STREET
BOROUGH OF MANHATTAN

ANNEX, WEST 77TH STREET

MICHAEL H. LUCEY

April 13, 1921

My dear Mr. Griffith:

I have in preparation a series of interviews with the leaders of the new movements in the various arts in America.

Because your work is, I think, the most beautiful and most significant of many in your field, I am eager to interview you on it.

I am a teacher of English in the Julia Richman High School, and I have had newspaper experience - a daily signed column in the New York Tribune, articles, interviews, etc. in other papers.

If I may see you, will you let me know when and where, any afternoon, at your earliest convenience.

Faithfully yours,

Henrietta Rodman

HR:LG

NA

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

April 14, 1921

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York, N.Y.

Dear Mr. Banzhaf:-

In error my secretary mailed to you a copy of agreement between the United Artists Corporation and Felt Brothers of Philadelphia, which should have been enclosed with this letter.

Mr. O'Brien drew up this agreement covering our Product for one year, and I wish you would please sign the copy in your possession and return it to me as soon as possible.

With kindest regards, I am

Sincerely,

Hiram Abrams

PRESIDENT

AR

P.S. Herewith you will find copy of the Memorandum which the Felt Brothers have signed.

MEMORANDUM OF AGREEMENT made in duplicate (each executed copy to be regarded as an original for all purposes) and entered into this 14th day of April, A.D. 1921, in the City, County and State of New York, by and between UNITED ARTISTS CORPORATION, a corporation organized pursuant to the laws of the State of Delaware, with its principal office at 729 Seventh Avenue, City, County and State of New York, hereinafter designated as DISTRIBUTOR, party of the first part, and FRED. D. FELT and MAURICE E. FELT, trading as "FELT BROTHERS", of the City and County of Philadelphia, State of Pennsylvania, hereinafter designated as EXHIBITORS, parties of the second part.

W I T N E S S E T H

WHEREAS the EXHIBITORS do hereby represent to the DISTRIBUTOR that they are engaged in the construction of a new motion picture theatre that will excel any other motion picture theatre in the City of Philadelphia in location, architecture, interior decoration and equipment, and that such theatre will be completed and in operation as the leading motion picture theatre in the City of Philadelphia not later than the 12th day of September, A.D. 1921, and are desirous of procuring from the DISTRIBUTOR a license for the exclusive first exhibitions in the City of Philadelphia of the motion pictures released by the DISTRIBUTOR for and during the period of one year from September 5, 1921, pursuant to the terms, conditions and provisions hereinafter set forth; and

WHEREAS the DISTRIBUTOR is engaged in the business of distributing first-class motion pictures, and, relying upon the representations of the EXHIBITORS herein made, is desirous of granting unto the EXHIBITORS a license to have the exclusive first exhibitions in the City of Philadelphia of such motion pictures in the aforesaid theatre pursuant to the terms, conditions and provisions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, and for the further consideration of the sum of One Dollar each to the other in hand paid, receipt whereof is hereby acknowledged, it is agreed by and between the parties hereto as follows:

FIRST

The DISTRIBUTOR agrees as follows:

(a) To grant, and hereby grants, to the EXHIBITORS the license to exhibit the motion pictures released during the period of one year, beginning September 5, 1921, consisting of thirty-five hundred (3500) to eight thousand (8000) lineal feet of film, for exhibition purposes by the DISTRIBUTOR, to be exhibited in the motion picture theatre now being erected by the EXHIBITORS in the City of Philadelphia, for the period beginning with the date designated by the DISTRIBUTOR, such designation to be at least three (3) weeks prior to the date when each motion picture is to be first exhibited in the said theatre and such exhibition to continue as long as the gross weekly receipts derived from such motion picture in such theatre equal or exceed the sum of Fifteen Thousand Dollars ($15,000), subject to the right of the EXHIBITORS to continue the exhibition of said picture in such theatre for a longer period by notifying the DISTRIBUTOR of their election so to do by written notice sent by registered mail to the DISTRIBUTOR on or before the end of the first week of the exhibition of each of such motion pictures.

(b) To give at least three (3) weeks notice to the EXHIBITORS of the date or dates upon which the EXHIBITORS shall be entitled to exhibit such motion pictures in the theatre aforesaid.

(c) To use its best efforts to have a copy of each of such motion pictures to be used by the EXHIBITORS for the purpose of exhibiting such motionpicture in the theatre aforesaid, at its nearest branch office, available for delivery to the EXHIBITORS on the date or dates stated in the notices hereinbefore referred to.

(d) Not to exhibit or cause to be exhibited any of such motion pictures in the City of Philadelphia for a period of sixty (60) days from the last date of the exhibition of such motion picture in the aforesaid theatre, such period of restriction to refer respectively to each such picture and not from the period of the exhibition of such last picture, meaning and intending that for sixty (60) days from the close of the exhibition of the first picture, the DISTRIBUTOR will not exhibit or cause to be exhibited that picture in the City of Philadelphia, and that thereafter the DISTRIBUTOR may exhibit or cause to be exhibited such picture in all parts of the City of Philadelphia, and likewise as regards the succeeding motion pictures.

SECOND

The EXHIBITORS agree as follows:

(a) To complete and have in operation the aforesaid theatre, duly licensed, on or before Septembet 12, 1921, time being of the essence of the contract, and to operate the aforesaid theatre in a first-class manner for and during the period of one year from September 5,1921, to operate said theatre from 10.30 A.M. until 11.30 P.M.daily, unless otherwise mutually agreed upon, for each and every day that any of the motion pictures covered by this agreement are exhibited in said theatre, and that the prices of admission to the auditorium shall be at least fifty (50) cents for each exhibition up to six o'clock P.M., and thereafter the price of admission to the auditorium

shall be One Dollar, and agrees that the number of fixed seats in the auditorium portion of the theatre shall be at least fifteen hundred (1500).

(b) Not to transfer, set over, assign, sublease or part with the aforesaid theatre or the operation of the same as a first-class motion picture theatre without the written consent of the DISTRIBUTOR first had and obtained.

(c) To pay the DISTRIBUTOR for the aforesaid license to exhibit each of such motion pictures, the sum of Ten Thousand Dollars, ($10,000), plus the war tax upon the same, upon the signing of this contract, such sum to be received by the DISTRIBUTOR as a guarantee for the faithful performance of each and every term, covenant and obligation on the part of the EXHIBITORS to be kept and performed, pursuant to this agreement, and upon the performance of the EXHIBITORS of each and every covenant, promise and obligation on the part of the EXHIBITORS to be kept and performed pursuant to this agreement, to be applied upon the license to exhibit the last motion picture released by the DISTRIBUTOR during the aforesaid period of one year from September 5,1921, and to be exhibited in the aforesaid theatre by the EXHIBITORS. In the event of the EXHIBITORS failing to comply with this agreement, the DISTRIBUTOR, if it so elect, may thereupon terminate this agreement, and the aforesaid sum of Ten Thousand Dollars ($10,000) shall become the absolute property of the DISTRIBUTOR as liquidated damages.

(d) To pay the DISTRIBUTOR for the aforesaid license to exhibit each of such motion pictures in the aforesaid theatre the sum of Ten Thousand Dollars ($10,000), to be paid within one week of the aforesaid notification by the DISTRIBUTOR when such motion picture shall be exhibited in the aforesaid theatre of the EXHIBITORS, such payment of Ten Thousand Dollars ($10,000) to apply against that portion of the receipts of such picture in the aforesaid theatre belonging to the DISTRIBUTOR, such portion to be determined in the following manner:

From the gross receipts derived from the exhibition of such picture in such theatre, there shall first be deducted the actual operating expenses

of the theatre, which shall not exceed the sum of Thirty-Five Hundred Dollars ($3500) for any one week during the exhibition of such picture, unless otherwise agreed upon in writing, and the war tax to be paid to the DISTRIBUTOR, and the balance remaining shall be divided fifty per cent. (50%) to the DISTRIBUTOR and fifty per cent.(50%) to the EXHIBITORS, and the aforesaid sum of Ten Thousand Dollars ($10,000) shall be credited as aforesaid.

(e) To provide the DISTRIBUTOR with daily statements showing in detail the number of tickets sold, such statements to be certified to by the representative of the EXHIBITORS in charge of the sale of such tickets and by the treasurer of the theatre; and the DISTRIBUTOR shall have the right to have a representative count up such daily receipts with the representatives of the EXHIBITORS, if the DISTRIBUTOR so elects. Settlements are to be made weekly, not later than Monday following the end of each week.: payments are to be made to the DISTRIBUTOR as the DISTRIBUTOR may from time to time, in writing, notify the EXHIBITOR.

(f) To exhibit each of such motion pictures only in such theatre and only on the date or dates designated by the DISTRIBUTOR, as herein provided.

(g) To pay all delivery, express, or other transportation charges for the delivery and the return of said film and other material or property used in connection with said picture and to return to the local branch of DISTRIBUTOR, if there be such, or to the nearest proper express company or to the fastest messenger service in a container properly address for reshipment to said person as DISTRIBUTOR may designate, the film of said motion picture in the same condition in which it was received, reasonable wear and tear excepted, together with any appurtenances furnished to EXHIBITORS by DISTRIBUTOR in connection with the exhibition of said motion picture, immediately upon the expiration of

the period during which EXHIBITORS shall be entitled hereunder to exhibit the said motion picture in the theatre aforesaid; to pay to DISTRIBUTOR as liquidated damages the sum of eight (8) cents for each lineal foot of film destroyed or injured in any way while the same is in possession of EXHIBITORS.

(h) Not to directly or indirectly permit, in any manner, each film delivered hereunder to be used in any theatre other than the one designated herein, without the written consent of the DISTRIBUTOR.

(i) To give the name of the star or director or the title of the motion picture, as the DISTRIBUTOR may direct, chief prominence, (and by "chief prominence" is meant that said name shall be in larger letters than and at least twice the size of any other part of the subject matter in which said name appears) in all advertising and literature used in connection with the exhibition of said motion picture.

(j) Not to use or permit to be used any posters, lithographs, circulars or other advertising matter recieved from the DISTRIBUTOR to advertise, announce or exploit any motion pictures other than those covered by this agreement.

(k) To make no changes, interpolations, modifications, additions or eliminations of any kind in said motion picture or any part thereof, including the title and sub-title, and always to exhibit said motion picture in the same order, arrangement, sequence and manner as was the positive of said motion picture when received from the DISTRIBUTOR.

(l) To pay to DISTRIBUTOR in addition to all other charges a sum equal to five (5) per cent, of the gross film rental (meaning all moneys paid or agreed to be paid as flat rental and percentage) herein

provided for so long as Section 906 of the Revenue Act of 1918 shall remain in force, said 5 per cent. to be added to said gross film rental and to be paid by EXHIBITORS at the time of paying said rental; or such other governmental tax as may be hereinafter provided on account of the rental of motion pictures.

(m) Not to assign this agreement without the written consent of the DISTRIBUTOR.

THIRD

It is mutually agreed that the DISTRIBUTOR or owner of the said motion picture shall not be liable in any way for failure and delay in making delivery of the film covered by this agreement occasioned by accidents, strikes, fires, orders of court , rulings of censors, delays of any common carrier or any other cause beyond its, his, her or their control. Failure of the owner or star of said motion picture to make delivery or failure of any prior exhibitor to return or deliver the film of said motion picture in accordance with the agreement made between such EXHIBITORS and the DISTRIBUTOR, shall be deemed to constitute a cause beyond the control of the DISTRIBUTOR or owner within the meaning of this paragraph.

FOURTH

Change of original play dates by EXHIBITORS constitutes a waiver of his protection rights.

FIFTH

This contract shall be construed according to the laws of the State of New York.

SIXTH

The parties hereto agree that any waiver by either of the parties hereto of any breach of any kind or character whatsoever by the

other, whether such waiver be direct or implied, shall not be construed as a continuing waiver or consentto any subsequent breach of this contract on the part of the other.

SEVENTH

The DISTRIBUTOR does hereby represent to the EXHIBITORS that the owners of the motion pictures, to wit: Mary Pickford, Douglas Fairbanks, David W. Griffith, Charles Chaplin and others whose pictures are distributed by the DISTRIBUTOR, reserve the right in their respective contracts with the DISTRIBUTOR to approve of any contract that the DISTRIBUTOR may make for the exhibition of their pictures in the various theatres, if they so elect, and the EXHIBITORS hereby signify their understanding relative to the truth of such representation. And the DISTRIBUTOR states that it has procured the consent of Mary Pickford and Douglas Fairbanks to the DISTRIBUTOR'S entering into this agreement with the EXHIBITORS pertaining to each of their respective pictures; and the consent of David W. Griffith, subject to the right of David W. Griffith to withdraw his pictures from this agreement by thirty (30) days' written notice sent to the DISTRIBUTOR, who, in turn, agrees to forward such notice to the EXHIBITORS, provided said David W. Griffith acquires or operates a theatre in the City of Philadelphia for the exhibition of his and other pictures in said city; and that Charles Chaplin, who has yet to produce three (3) motion pictures for the First National Exhibitors Circuit, has withheld his consent to his pictures being included in this agreement. The DISTRIBUTOR agrees to use his best efforts to procure the consent of the owners of all of the pictures that are released by the DISTRIBUTOR during the period covered by this agreement to their pictures' being exhibited in the aforesaid theatre pursuant to the terms, conditions and provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

UNITED ARTISTS CORPORATION

By

Hiram Abrams (Copied)
President

Fred D. Felt (Copied)
(L.S.)

Maurice E. Felt (Copied)
(L.S.)

Mail to Mr. Pangborn
HA

April 1921.

United Artists Corporation,
729 Seventh Avenue,
New York City.

Gentlemen:

I have carefully read the attached exhibit, purporting to be copy of the agreement entered into the 14th day of April, 1921, by United Artists Corporation, as Distributor, and Fred D. Felt and Maurice E. Felt, trading as "Felt Brothers", as Exhibitors, relative to the first run of my pictures in the City of Philadelphia for the period mentioned in said agreement, and I hereby consent to your having entered into said agreement on my behalf relative to my motion pictures.

_____

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

Allied Artists

IN-RE

April 14th, 1921.

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

My dear Bert:

In order to keep you familiar with what is happening in England I am enclosing copy of letter received from Mr. Guedalla.

Very truly yours,

Dennis F. O'Brien

DFO'B:MM

GUEDALLA, JACOBSON & SPYER

WINCHESTER HOUSE,
OLD BROAD STREET
LONDON, E. C. 2

Dennis O'Brien Esq.
1482 Broadway
New York
U.S.A.

Dear Sir,

Allied Artists Corporation

We beg to acknowledge having received from you two cables as per enclosure.

We have also cabled to you today as per enclosure,

We keep constantly in touchwith Mr. Berman. Pending your definite reply to our instructions in respect of our letter of the 22nd ult. as to which we have, so far, had no acknowledgement, Mr. Berman has been seeking office premises.

We introduced him to a first-class agent who had some suitable premises, but with regard to the question of vaults, the London County Council Regulations are very strict, the Agents could not make any definite arrangements until they knew that the London County Council would sanction the use of the premises for putting inflammable films therein, and it was feared that it would take at least a month before one could get the License from the London County Council, whose officials, like all other officials, take their time to do things. Naturally, they

must survey the premises, and see the risk of fire to adjoining premises, and consult the Fire Brigade, etc. etc.

It was Mr. Berman, who, hearing that Mr. Greenhill had a floor to spare at Universal House, thought of taking that floor, but our Mr. Guedalla was very much against the idea. He felt that after what had happened between the United Artists and Mr. Greenhill, it was a pity that the Allied Artists should tie itself up by being on the third floor, with Mr. Greenhill.

It is all very well providing for ingress and egress, but you realise that Mr. Greenhill can interpose some difficulties if he chooses to do so. One does not always want to run to Law courts with all the expense and difficulties thereof, in order to obtain one rights. What gets decided on day in the Law courts only relates to that particular matter, and there is a further point of controversy arising practically the next day.

Although Mr. Greenhill had drawn up and submitted a Tenancy agreement, which we revised, and as far as tenancy agreements go, we were prepared to approve, he has decided to break away from it.

We think that one thing that actuated Mr. Berman was Mr. Guedalla's comments upon the expensiveness of the rental.

Mr. Greenhill was demanding £1250. and he represented to Mr. Berman that the Allied Artists Corporation would be liable for some £75. extra every year in connection with rates and taxes.

Mr. Guedalla pointed out that apartfrom £1250. being very expensive for one floor of Universal House, in his view, the

Allied Artists Corporation would be exposed to £600 or £700 a year for rates and taxes.

Immediately Mr. Berman took his subject up with Mr. Greenhill, Mr. Greenhill changed his tactics and said that he was willing to be responsible for £250 a year by way of rates and taxes.

Mr. Guedalla again took exception and said that the practice in this city is that the landlord demands an inclusive rent, the landlord taking the risk of rates and taxes going up and down, except that latterly it has been provided that if rates and taxes do go up, in certain cases, the tenant is to bear same, but with regard to current rates and taxes, the landlord bears them.

And then Mr. Greenhill intimated that he might be retiring himself shortly from Universal House, in which case, one might be dealing with some unknown landlord whom one disagrees with.

Mr. Guedalla is urging that the Allied Artists should, if possible, take an entire house and be masters in their own house.

Under those circumstances, Mr. Berman turned to Mr. Winik and has negotiated to take for the Allied Artists the second floor of No. 86 Wardour Street. He gets the use of the theatre there, as well as of vaults and printing and cleaning room etc. and the rental asked is £20. a week of £1040. per annum, covering all rates and taxes, as well as the user of the Theatre etc. Also to include eletric light and heating- the latter of which items

would have been extras in the Greenhill arrangement.

The tenancy is for one year certain, and at the end of the first nine months, Mr. Berman is to have the option of declaring for a renewal for a further 12 months on similar terms, but our own idea is that at the end of ~~a~~year, Mr. Berman or the other people who rule the Allied Artists Corporation will have found suitable premises absolutely their own.

To our mind it is very unwise that competitors in the trade should be able to note who comes and goes, and for many obvious reasons, we do not like the idea of the Allied Artists Corporation being in some rivals House.

However, we are pressing on with this work, because Mr. Berman finds it very awkward being at the Savoy. Mr. Winik has already allowed him the use of a room where he can meet people, and Mr. Berman is busy getting his organization together with the least possible delay.

In the meantime, we want to get him to commence business. For that purpose, as we pointed out, the signatories ought to be appointing the Directors.

The first Board Meeting should be held at which the usual resolution will be passed for the appointment of Bankers, Auditors, solicitors, secretary, etc. also for the appointment of any special officials, although we rather think that Mr. Berman has it now in mind that he will not be appointing any extravagantly paid officials, but see how he can get along with a more ordinary staff.

The tenancy agreement itself will require the signature of a Board of Directors. There will be a number of things which will require the sanction of Directors. For instance, Banking accounts will have to be opened on the authority of the signatures of directors.

If the plan outlined in our letter of 22nd ult.whether it be purely temporary, or even more permanent is followed it will be easy to get to work at once.

We are therefore enquiring of you whether the directors should be appointed as suggested, and whether it is the wish of the United Artists to have the banking account opened at the Pall Mall Branch of the Guaranty Trust.

The Guaranty Trust, by the way, have orders, they inform us, to pay £7,500 to the Allied Artists Corporation, but there is nobody who is really entitled to receive £7,500, and as you have told us that this money is to be paid for the "stock" of the Company (which we call "shares") we want to know what your wishes are with regard to the allotment of the shares.

We ourselves, will make it our duty to see that the shares are allotted as you wish, and that the relevant share-certificates, together with transfers signed in blank shall be deposited as such Bank as you may designate.

We have suggested in the cable that if you wish to work with the Guaranty Trust, we will deposit the said share certificate with the Guaranty Trust, asking them to hold same for the United Artists Corporation, or until they receive further instructions

as to what to do with same.

Banking with the Guaranty Trust will rather make the Allied Artists Corporation look like an American concern or an American off-shoot. It may be that later on, you and we will think it desirable that the Company should bank with an absolutely English Joint Stock Bank.

With regard to Mr. Greenhill, Mr. Berman, of course, has had many talks with Mr. Guedalla. Mr. Berman's attitude to Mr. Greenhill is that only New York can deal with the situation.

Mr. Greenhill in consequence cabled with his suggestion to New York, and we are very pleased to note the reply which New York made.

Mr. Greenhill has not said a word upon the subject to Mr. Guedalla, and as we say in our cable of even date, we do not propose to intervene, unless specifically instructed by you to do so.

We have a notion that you and Mr. Berman can settle the entire situation without needing our intervention at all. If, however, you do need it, of course, you will instruct us exactly what you wish done.

Mr. Greenhill apparently thinks it is a very clever move of his with regard to the two Griffith Films which will be under his control, that he should get the English concern called the United Artists Corporation Ltd. to have the handling of the business. If he makes any money in this transaction, then we will get together and cable to you what to do. Probably it will

be necessary to notify the Trade Press that Mr. Greenhill's concern has nothing to do with the American Company, the United Artists Corporation Ltd. Moreover, that films of the United Artists Corporation Ltd. will only be exploited through the Allied Artists Corporation Ltd.

However, it is no good thinking of crossing streams until one gets to them. Mr. Berman thinks that this stream will never be reached, because Mr. Greenhill must be very concerned not to annoy Mr. Abrams too much, because if he does, there is no doubt the United Artists Corporation, having forfeited his $100,000. will declare same was absolutely forfeited, and that there can be no question of recoupment to Mr. Greenhill, if by methods of this kind he seeks to annoy you.

As we understand it, Mr. Greenhill has said something to Mr. Berman with regard to the two films in question, that he is only one of many parties interested therein, and whether it be true or not, he has of course acknowledged to Mr. Abrams that he has contemplated disposing of his interest therein at an early date.

Mr. Winik has told Mr. Guedalla that Mr. Greenhill has completely broken down in his arrangements with the Western Import. We imagine that he has broken down as completely with regard thereto as with regard to your Company or the Universal. He had arranged to purchase all the shares of the Western Import at a selling price, and in view of same, he would have acquired

all their stock-in-trade with regard to the Triangle Films in this country.

He would also have acquired the four "Million Dollar" Films of Charlie Chaplin, one of which "Shoulder Arms" is at present being shown, and he would have had the right to "The Kid" and the other three "Million Dollar" Films which Charlie Chaplin has in terms delivered to Mr. Davis of British rights in due course.

As far as we can make out, Mr. Greenhill has not interest in these matters. At least, when we repeat this to you, we are merely going on the statement of Mr. Winik that Mr. Greenhill's arrangement has to the Western Import has completely broken down.

Mr. Abrams probably is aware that Mr. Winik is to all intents and purposes the same thing as Western Import, as he long ago acquired all the shares of the company.

Mr. Tom Davis, as Mr. Abrams is aware, has been long identified with the Triangle and Western Import, although he is ~~identified with~~ also going into other films with their permission on his own account.

Mr. Winik also seems to have all kinds of arrangements in other film transactions and is always busy on some scheme or other.

You and Mr. Abrams can easily ascertain whether Mr. Greenhill has broken down with the First National Exhibitors Circuit. It may be just as well, if, from your end, you could advise me on such matters in case there are to be any developments so that we can be properly "On" with all information in advance.

Mr. Guedalla has settled the form of contract which he would like entered into between the United Artists Corporation and the Allied Artists Corporation. He has taken Miss Mary Pickford's films as the example.

It is a very lengthy contract, and the next mail will bring you three prints thereof, together with our covering letter in explanation thereof, and in the meantime, we will be submitting it to Mr. Berman for consideration.

The body of the contract, as you will see, will be to absolutely to protect the property and copyright of Miss Mary Pickford and the United Artists Corporation in every negative and positive to be exploited thereunder, but at the same time, the document is so framed that we think it is an absolutely Vendor and purchaser contract and not a partnership contract.

In other words, the purchasers, as an English Company, will have to pay income tax on such profits as it may make from operating under the contract to the Vendor, whom we are endeavoring to make the American Company, and it will be a payment in New York and therefore will not be under any liability to account for any profits that the Vendor may make in respect of such films, and above all, we think we are very definite in enquiring as to whether or not Miss Pickford will acquire any profits from this country in respect of such films.

However, you will be able to consider these matters when, next mail, you see the print, and our covering letter.

Mr. Berman asked Mr. Guedalla to get busy with the matter, and he has devoted his Easter vacation to preparing the document and since then, getting it printed. It is a lengthy document, and we have endeavored to incorporate therein all your own very excellent American legal ideas.

We are, dear Sir,

Yours faithfully,

GUEDALLA, JACOBSON & SPYER

GUEDALLA LONDON

SEVENTYFIVE HUNDRED POUNDS CABLED BY UNITED TO PALL MALL BRANCH GUARANTY ACCOUNT ALLIED PAY FOR STOCK

OBRIEN

Dated 2nd April, 1921

WESTERN UNION

CABLEGRAM

1921 APR 3 AM 4 21.

GUEDALLA WINCHESTER HOUSE OLD BROAD ST LONDON

RECEIVED FOLLOWING WIRE FROM GREENHILL HAVE TEMPTING OFFER FOR GRIFFITHS TWO PICTURES TO INCLUDE ALL CAPITAL STOCK UNTIL ARTISTS CORPORATION STOP WOULD PREFER DEAL WITH YOU MAKE YOU FOLLOWING FINAL OFFER SUBJECT ACCEPTANCE LATEST END THIS WEEK ALL MY RIGHTS IN GRIFFITHS TWO PICTURES AT COST ALL CAPITAL STOCK UNITED ARTISTS INCLUDING ONE HUNDRED THOUSAND DEPOSIT TO BE PAID IN TWELVE EQUAL PAYMENTS EXPECT YOUR CONSIDERED FINAL DECISION END THIS WEEK GREENHILL STOP WE SENT YOU FOLLOWING REPLY REFER YOU PARAGRAPH THIRTEEN OF AGREEMENT WITH UNITED RELATIVE TO ONEHUNDRED THOUSAND STOP YOUR FAILURE TO COMPLY WITH CONTRACT PREVENTS YOUR USE OF TITLE OF OUR CORPORATION STOP ALLIED ARTISTS CORPORATION HAVE DECIDED TO CONCENTRATE UPON ITS OWN PICTURES

ABRAMS

DATED 2

5.4.21

O'BRIEN 1482 Broadway New York

BERMAN WISHES ALLIED ARTISTS COMMENCE BUSINESS stop HAVE YOU RECEIVED OUR LETTER 22nd stop WHAT INSTRUCTIONS stopSHALL SIGNATORIES APPOINT DIRECTORS AS SUGGESTED SHALL SECRETARY CALL FIRST BOARD MEETING AND PROCEED ALLOTMENT SHARES SHALL COMPANY OPEN ACCOUNT AND WE DEPOSIT CERTIFICATES AND TRANSFERS SIGNED BLANK GUARANTY TRUST stop BERMAN CANNOT PRINT LETTERPAPER INVOICES OR COMMENCE BUSINESS UNTIL DIRECTORS APPOINTED stop GREENHILL INTERCHANGED CABLES NOTED WE DOING NOTHING UNLESS YOU INSTRUCT

GUEDALLA

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 14th 1921.

Comptroller of State of New York,
New York State Income Tax Dept.,
120 Broadway,
New York City.

Dear Sir:

Enclosed herewith please find N.Y.State Tax Statement of D.W.Griffith for year 1920, together with check for $5,949.72.

Very truly yours,

GD

LARKIN, RATHBONE & PERRY

CABLE ADDRESS "LAWYERLY NEW YORK"

ALBERT RATHBONE.
ADRIAN H. LARKIN.
JOHN M. PERRY.
ARTHUR H. VAN BRUNT.
LEWIS H. FREEDMAN.
HENRY V. POOR
ALBERT STICKNEY.
HERSEY EGGINTON.

Central Union Trust Company Building
80 Broadway, New York

487-79

April 15, 1921.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Mr. Banzhaf: Re: WARK PRODUCING CORP.

Replying to your letter of the 12th inst. I beg to inform you that the Trust Company is willing to accept the proposition of payment of one-fourth of its claim at the present time and the notes endorsed by Mr. Griffith for the amounts and due dates as follows:

10 per cent. on May 1, 1921:
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent on December 31, 1922.

However, the claim of the Trust Company against Wark Producing Corporation is is $12,712.50. One-fourth of this is $3,970.40 for which we would be pleased to receive the referee's check at this time.

I also note the other provisions of your letter of the 12th inst. and am informing the Trust Company accordingly.

Upon receipt of a letter from you to the effect that these figures are correct, I will notify the Trust Company to honor checks on the deposit with the 42nd Street Branch.

Very truly yours,

DCM/MF

Mr. Griffith's Great Speech Against Censorship

Here is the speech delivered by David Wark Griffith in opposition to censorship at the legislative hearing in Albany, April 5. We consider it the best campaign document that could be placed in the exhibitor's hands with which to fight the so-called reformers.

Mr. Griffith's Albany speech follows closely the address made by him at the recent hearing in Washington. The latter speech has proved its worth in several censorship fights, notably in Michigan, where the Motion Picture Exhibitors Association had thousands of copies printed and distributed to theatre patrons, newspapers, legislators, civic organizations and influential citizens.

I REGRET very much that at this late hour in our civilization a citizen of the United States of America should have to come to this great city and plead for free speech. In past ages there were censorships to decide what might be published or even believed.

But in this day, in this country, we hope and pray that the time has passed for that.

I believe that the motion picture is a form of free speech and expression, as clean and beautiful and decent as anything that has ever been invented by the mind of man. It is only the pictorial press; and if we have censorship of motion pictures, then why not censorship of the press? Does not the press speak on every subject known to humanity? Does it not speak of murders and of crimes of all kinds—stories of seductions, of sex plays, stories that are freely published for two, three and five cents, and freely distributed throughout the United States of America? How do we think that this story told in one form becomes different when it is told in the form of the motion picture?

Gentlemen, we admit freely and frankly, and we are very, very sorry that such is the case, but, ladies and gentlemen, there are pictures that have been produced that never should have been produced. We admit that, and know it is true. But we also admit and hold, ladies and gentlemen, that there are words spoken every day that should not be spoken, and that there are stories that are printed in every form that we know of that should not have been printed, but, shall we, on account of this fact, tear down the very fabric of freedom that it has cost so much to build up?

Ladies and gentlemen, do we know and do we realize what censorship has meant? Censorship has been the weapon of kings since the beginning of time, and the weapon of autocrats. I do not ask you today not to censor or regulate pictures of all kinds as you see fit, but I do ask you, and I do pray that you will think most seriously before you put such an act upon your statute books, because we know that it has been through censorship that kings and the great classes have ruled the masses since the beginning of time. When the king and the autocrat had the censorship power in his hands he could do what he willed. It is censorship that has caused all the autocracy and all of the countless rivers of blood that have been shed when the classes have put the masses one against the other into war, into murder, into religious persecutions of all kinds, all in the name of brotherhood and of right, not real brotherhood, but through ignorance and intolerance.

Censorship means that I, with my poor feeble brain, should want another man to think just as I think and to act just as I act. That is the thing that is behind censorship. I can see a thing is wrong because it does not agree with what I think.

I have had my own plays censored. The last play that I put on was requested by the head of Notre Dame University—that it be shown just as it was. It was shown at St. Mary's and in many other places before 300 different ministers who endorsed it, and yet that same play was, in Montreal, said to be not fit to be seen. I have had in two years only ten or fifteen feet cut out of many thousands and thousands that I have produced. I have no right to complain. It is only the danger that we can never agree. Who amongst us can agree on what is right and what is wrong?

We are a democracy, shot through and through with the fire and flame of freedom; and censorship, ladies and gentlemen, we believe to be a most dangerous thing.

Censorship has made Kubla Khan, the great Mongolian, want to destroy all the cities. He himself was born on horseback and was a Tartar of the plain and wished to destroy the cities because they were dens of iniquity and vice.

The same with Mohammed. I am a Mohammedan and I am a Kubla Kahn. Give me the power, or give any man the power over another man's thoughts, and the only correct thought will be the thought that he or I think. That is the danger of censorship.

The first censorship of motion pictures was established in Germany; the second, in Russia. Germany has been full of censorship; and all autocratic governments have risen and fallen and sunk on censorship. I am surprised that people representing a religious organization could ask for censorship. I myself have been in a community where citizens have walked on the other side of the street because a man with a certain clerical garb was not fit to be seen on the same side of the street with them.

If we have censorship in every hamlet and community we will have narrow minded people who cannot see that in a Jew is the great soul that gave us Jesus of Nazareth; that cannot see the sweetness and the beauty that we owe to the great Catholics of history; that cannot see the great glory of humanity that may be in Protestant hearts and in Catholic and Jew alike, all in one great brotherhood.

That is the danger, that is the danger that I fear so deeply from censorship. I know that I have seen pictures that hurt me very much. But there is a danger in censorship. I feel that if you give a great industry, a great thought and a great power into the keeping of one or two narrow minded people around the country, that would be the end of our business.

You say there shall be no sex play. David Copperfield, the greatest novel ever written, is nothing but the story of seduction, but so beautifully told that there is a great moral behind it.

Take the plays of Shakespeare. Five murders in Hamlet! You would make it a crime to exhibit it. But is that beautiful thing a crime? If a motion picture story were written with five crimes in it, though it was as beautiful and serene in its ideas as the Hamlet of Shakespeare, it would be attacked under rigid censorship as a crime play.

That is what I am fighting against. That is what I am speaking against—the danger, when you put it down in black and white, of censorship.

I want to read one more extract which is better expressed than I can possibly express it. Forgive me if I read it.

"Our books, tracts, magazines, our acted plays, our stage, our drama, our public speaking speeches and debates; everything which the eye can see or the ear can hear of picture or controversy behind the footlights or in the forum; every instrument employed, painting, printing, promulgating or proclaiming an idea or a thought or a feeling or a passion has been left to the corrective force, to the rare restraint, to the sound wisdom, to the exalted self respect of that great board of numerous censors, unappointed and unpaid, the American people."

We believe also that we are getting into great danger in going too far with our laws. We hear so much of laws and laws. I believe in laws, but let us not pass too many laws, lest we as a people lose respect for all laws.

That is the trouble, ladies and gentlemen. We make so many laws that people laugh at them and make them ridiculous. I know that a great minister himself said to me—and I fear to repeat this; it sounds like sacrilege, and yet I have a great mind to—that he believed that if the Son of Nazareth came to these United States of America today that according to the laws which we already have on our statute books, if He acted as He did when He was upon earth, He could be arrested as a common criminal. If this be true, to what depth of hypocrisy have we sunk!

We know that there is unrest in the country. From the factories of the East to the mountains and plains of the West there is a cry of unrest. Let us examine our institutions closely before we take away too many liberties. Can we not trust the people a little? If we take away too many liberties they will rise, as others have risen, and pull us all down.

To those of you who believe in censorship—I am not trying to scold; I do not know anything about it; it is only what I think—let me beg you to be patient and go at it carefully and think seriously about it. I do not think that the motion pictures are important in themselves, but it is a wedge, and if you put in censorship of pictures, then will come the stage, next the press, and they will be having detectives to follow you and me down to the corner to ask what we are talking about. And then, ladies and gentlemen, that is the end of our sacred institutions.

That is all. All that I ask is that you consider this. I am not trying to tell you or to preach to you. I am sorry that I have talked so long, but I feel it so deeply. I ask that you seriously consider, without animosity, without hatred—because the world has had so much of that—that you think of this matter and seriously consider it.

So be careful. Our fate is in your hands, and what you will is right that you should have, because the majority must rule. Only be careful.

I thank you.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

April 16th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		164		
Broken Blossoms		6638		
Marshall Neilan		7195		
Dream Street		28121		
Picture C-13			8274	4997
" A-2			1801	
" U-2			7417	597
Lab Machine Tests	48			
	48	42118	17492	5594

Positive stock used.

Eastman	52749
Bay State	43
Belgian	6866
	59658

Negative stock used

Eastman	5594

MINNIE MADDERN FISKE
OFFICE ADDRESS:
131 WEST FORTY-SIXTH STREET
NEW YORK CITY

April
Sixteenth
1 9 2 1

My dear Mr. Griffith:

May I introduce to you my very dear friend, Miss Betty Black? Miss Black is eager to secure an opening in the moving picture profession and my feeling for her is so strong that I am only too glad to do anything in my power in the way of furthering her interests. And that is why I venture to send this letter of introduction. I shall feel it a great personal favor - one never to be forgotten - if you find it possible to give Miss Black an opening.

Believe me, with high regard,

Sincerely yours,

Minnie Maddern Fiske

Mr. D. W. Griffith.
Mamaroneck,
New York.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 16th 1921.

Mr. D. C. Muhleman,
80 Broadway,
New York City.

Dear Mr. Muhleman:

Replying to your favor of the 15th inst. relative to the above matter, beg to advise that your statements in reference to the payment of notes and the one-quarter cash installment as set forth in said letter is correct.

A motion confirming the composition agreement of the payment therein set forth is set for Monday, April 18th at 10:30. Thereafter and in due course the one-fourth on account will be paid over by the Referee and the balance of the notes delivered upon surrender of the original Certificates of Indebtedness.

Very truly yours,

AHTB:MD

At a Special Meeting of the Executive Committee of D.W.Griffith, Incorporated, held at the office of the Corporation, #301 Longacre Building, Boro of Manhattan, City of New York, on the 17th day of April, 1921, at 1 o'clock P.M.

P R E S E N T : DAVID W. GRIFFITH
J. C. EPPING
-and-
ALBERT H.T. BANZHAF

constituting the entire membership of the executive committee.

Upon motion duly made, seconded and carried the reading of the minutes of the last meeting of the Executive Committee was duly waived.

Mr. Epping, Treasurer of the Company, reported that he had had a conference with Mr. Benoist, of Lee Benoist & Co. and had been advised that their Company, in conjunction with Messrs. Counselman & Co., had practically sold 100,000 shares of the stock of the Corporation, which would complete the sales of the stock authorized to be sold by the Board of Directors at its meeting on the 7th day of January, 1921.

Mr. Epping further reported that since Mr. Griffith had made plans and arrangements to produce a photoplay known as "THE TWO ORPHANS", which photoplay, as he has estimated, would cost considerable sums of money, approximately $600,000. and he therefore deemed it advisable and for the best interests of the Corporation that the Executive Committee and directors of the Company release for sale 25,000 shares of Class A Stock which was withdrawn from sale at the aforesaid meetinf of the Board of Directors, in order to raise additional capital for the further needs of the Company.

Mr. Epping further stated that he and Mr. Griffith had a proposition from Messrs. Lee Benoist & Co. to purchase from the Corporation from time to time the 25,000 shares so remaining in the Treasury of the Corporation for the sum of $10.75 per share.

After discussion, and upon motion duly made, seconded and carried, the following resolutions and preambles were duly adopted:

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WHEREAS, the Corporation has practically sold 100,000 shares of the Class A stock heretofore authorized to be sold, and

WHEREAS, there is still remaining in the Treasury of the Corporation 25,000 shares of said stock which heretofore had been temporarily withdrawn from the market at a meeting of the Board of Directors on the 7th day of January, 1921, and

WHEREAS, the Corporation is about to enter into the production of a photoplay known as "THE TWO ORPHANS", which production will cost considerable sums of money, and

WHEREAS, the Corporation has received a proposition from Messrs. Lee Benoist & Co. to purchase said 25,000 shares from the Corporation for the sum of $10.75 per share.

NOW THEREFORE, BE IT RESOLVED, that the proper officers of the Corporation be and hereby are authorized from time to time and for such considerations, and upon such terms as they may deem advisable to release for sale 25,000 shares of Class A stock of this Corporation at a price of $10.75 per share.

BE IT FURTHER RESOLVED, that the President of this Corporation be and hereby is authorized in his discretion to exchange letters in such form as he shall deem appropriate to evidence such sale of stock so determined and agreed upon by him and the proper officers of this Corporation under the authority by these resolutions conferred.

BE IT FURTHER RESOLVED, that the Executive Committee, the Board of Directors approving, hereby authorizes the issue to or upon the order of said Lee Benoist & Co. from time to time until otherwise ordered by this Board of all or any part of a number of shares of the Class A stock of this Corporation without par value, to the total amount of 25,000 shares for the consideration of $10.75 per share, and that from time to time when the said Lee Benoist & Co. shall pay or cause to be paid to this Corporation the sum of $10.75 in cash for each share they shall elect to purchase, and the proper officers of this Corporation be and they hereby are authorized and directed, until otherwise ordered by the Board to execute and issue stock certificates therefor, to or upon the order of said Messrs. Lee Benoist & Co.

There being no further business to come before the meeting the same duly adjourned.

. . . . . .

Secretary.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"
London Paris
Liverpool Havre
Brussels
Constantinople

New York, April 18, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
Orienta Point,
Mamaroneck, New York.

Dear Sir:

We have received from the United Artists Corporation check for $4,447.79 together with check drawn on Canada, for $63.00. The proceeds of the latter check, discounted at 11¾%, namely $55.60, together with the former check, have been applied in reduction of your loan to $130,278.38.

Yours very truly,

Assistant Treasurer.

66-169-1

10,074 99
174 646 63
184,721 62

315,000.—
184,721 62
130,278 38 OK

April Eighteenth
1 9 2 1

Mr. Elmer Clifton,
c/o D. W. Griffith Studio,
Mamaroneck, New York.

Dear Mr. Clifton:

In reply to your request for the status of the different amounts owing to you by the Griffith Studio, I beg to advise as follows:

For the year beginning June-24-1920 to June -24-1921 you were to receive a salary of $750. per week, plus weekly bonus of $250. until the completion of the production U-2.

Furthermore, you are to receive $9,083.75
which represents 3% of the net profits of the C-series 1 to 7 inclusive, and $3,000. in full for the "Idol Dancer". This total being the amount less percentage paid on this series to said date and includes percentage on the "Girl Who Stayed At Home".

Furthermore, you are to receive $7,750.00
as an additional bonus for the period of from June 1-1920 to Dec. 31st, 1920, a period of 26 weeks which represents $250. weekly as an advance of 3% bonus on "Way Down East".

Furthermore, you are to receive $11,527.73
being 6% of C-8 and C-9 and 3% of "Gamest Girl" (N-3). This amount less percentage paid on these pictures to date.

Furthermore, you are to receive $7,750.00
this being additional bonus on the period from January 1-1921 to June 1-1921 representing a period of 26 weeks at $250. weekly as a bonus advance of 3% of the

$33,111. 48

Mr. Elmer Clifton - No. 2.

net profits of "Way Down East", making a total amount which will be due and owing you of $33,111.48

The above amount aggregating $33,111.48 is payable to you in 50 weekly instalments of $650. and the 51st instalment (the last) will be paid in the amount of $611.48. First payment on account of above will begin week ending April 30th, 1921.

Yours very truly,

D. W. GRIFFITH, INC.

D.

Treasurer.

ESTABLISHED 1847

CABLE ADDRESS : AGNES NEW YORK

C. B. Richard & Co.
29 Broadway

OSCAR L. RICHARD
LEONARD W. SIMMONS
ALBERT F. EGELHOFF
GEORGE N. RICHARD

New York,

April 19, 1921.

The President,
The Wark Producing Co.,
Room 303,
1476 Broadway, New York City.

Dear Sir:

I am the holder of some of your certificates. As I am going to Europe in two weeks will you kindly inform me when you expect to deliver the notes of the Company to me endorsed by Mr. Griffith.

Very truly yours,

O. L. Richard

OLR:BC

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The sender of this message requests a reply. May we have it, please?

2477 D

RECEIVED AT

195 BROADWAY, N. Y.

1921 APR 19 PM 6. 17

B268GS 22 NITE

PASADENA CALIF 19

ALBERT H T BANZHOF

7170 2 RECTOR ST NEWYORK NY

HAS THE UNITEDSTATES DISTRICT COURT CONFIRMED COMPOSITION OF ALLEGED BANRUPTCY OF WORK PRODUCING CORPORATION ARE WE TO SEND CERTIFICATES BEFORE RECEIVING DIVIDENDS

C R OLDERSHAW.

(Serial copy made Rich. Seilf. 12/30/59)

AGREEMENT made this 19th day of April, 1921, between all the stockholders of WARK PRODUCING CORPORATION, who shall become parties to this agreement by signing the same, hereinafter called "STOCKHOLDERS", party of the first part, and DAVID W. GRIFFITH and ALBERT H.T.BANZHAF, hereinafter called the "VOTING TRUSTEES", parties of the second part, and TITLE GUARANTEE & TRUST COMPANY, hereinafter called the "DEPOSITORY", party of the third part:

W I T N E S S E T H :

WHEREAS, that heretofore and on the 19th day of April, 1916, a voting trust agreement was entered into by and between DAVID W. GRIFFITH, EDWIN J. BANZHAF and J.A. BARRY, as stockholders of WARK PRODUCING CORPORATION, as parties of the first part with DAVID W. GRIFFITH and ALBERT H.T.BANZHAF as voting trustees, parties of the second part, with the TITLE GUARANTEE & TRUST CO. as the Depository, party of the third part, and

WHEREAS, said DAVID W. GRIFFITH, as stockholder, has heretofore duly sold and assigned his stockholdings as represented by voting trust certificate of the WARK PRODUCING CORPORATION to the D.W.G. CORPORATION, a Delaware Corporation, which Corporation is now the owner and holder of said voting trust certificate, and

WHEREAS, said voting trust agreement will expire on the 19th day of April 1921, and all stockholders and/or holders of voting trust certificates who shall become parties to this agreement by signing the same desire to extend said voting trust agreement for a further period of five (5) years from the date hereof for their benefit and for the benefit of all the stockholders of the Wark Producing Corporation who may

become parties to this agreement.

NOW, THEREFORE, this agreement made in consideration of the mutual covenants contained in the aforesaid voting trust agreement under date of the 19th day of April, 1916, and of the mutual covenants herein contained:

W I T N E S S E T H :

That each party hereto of the first part holding shares or the voting trust certificates of the capital stock of WARK PRODUCING CORPORATION to the number set opposite their respective names as hereunto respectfully subscribed hereby severally agree and consent that the aforesaid voting trust agreement be and the same hereby is extended for a further period of five (5) years from the 19th day of April, 1921, to and until the 19th day of April 1926, and that this agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the several parties hereto have hereunto set their hands and seals the day and year first above written, and the voting trustees have hereto set their hands and seals in token of their acceptance of the continuance of the voting trust hereby accepted.

NAMES	SHARES
D.W.G.CORPORATION. By_____ Pres.	_____
_____	_____T_____
_____	_____
_____	_____

_____

_____

Voting Trustees.

TITLE GUARANTEE & TRUST COMPANY.

By_____

Depository.

AGREEMENT made this 19th day of April, 1921, between all the stockholders of WARK PRODUCING CORPORATION, who shall become parties to this agreement by signing the same, hereinafter called "STOCKHOLDERS", party of the first part, and DAVID W. GRIFFITH and ALBERT H.T.BANZHAF, hereinafter called the "VOTING TRUSTEES", parties of the second part, and TITLE GUARANTEE & TRUST COMPANY, hereinafter called the "DEPOSITORY", party of the third part:

W I T N E S S E T H :

WHEREAS, that heretofore and on the 19th day of April, 1916, a voting trust agreement was entered into by and between D. W. Griffith, Edwin J. Banzhaf & J. C. Barry as ~~all the~~ stockholders of WARK PRODUCING CORPORATION, as parties of the first part with DAVID W. GRIFFITH and ALBERT H.T.BANZHAF as voting trustees, parties of the second part, with the TITLE GUARANTEE & TRUST CO. as the Depository, party of the third part, and

WHEREAS, said David W. Griffith as stockholder, has heretofore duly sold and assigned his stockholdings as represented by voting trust certificate of the Wark Producing Corporation to the D. W. G. Corporation, a Delaware Corporation, which Corporation is now the owner and holder of said voting trust certificate, and

WHEREAS, said voting trust agreement will expire on the 19th day of April 1921, and all ~~the~~ stockholders and/or holders of voting trust certificates who shall become parties to this ~~signed said voting trust agreement and/or who are holders of said voting trust certificates~~ by signing the same desire to extend said voting trust agreement for a further period of five (5) years from the date hereof for their benefit and for the benefit of all the stockholders of the Wark Producing Corporation who may become parties to this agreement.

NOW, THEREFORE, this agreement made in consideration of the mutual covenants contained in the aforesaid voting trust agreement under date of the 19th day of April, 1916, and of the mutual covenants herein contained:

WITNESSETH:

That each party hereto of the first part holding shares or the voting trust certificates of the capital stock of WARK PRODUCING CORPORATION to the number set opposite their respective names as hereunto respectfully subscribed hereby severally agree and consent that the aforesaid voting trust agreement be and the same hereby is extended for a further period of five (5) years from the 19th day of April, 1916, to and until the 19th day of April 1926, and that this agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the several parties hereto have hereunto set their hands and seals the day and year first above written, and the voting trustees have hereto set their hands and seals in token of their acceptance of the continuance of the voting trust hereby accepted.

(over)

~~with all the rights and powers of the voting trustees therein granted and, in addition thereto, the right to vote the shares thereunder deposited in favor of dissolution of the Wark Prod Corp if they deem it advisable.~~

Names Shares

T.W.G. Corporation

by _____ _____

Pres.

_____ _____

_____ _____

_____ _____

_____

Voting Trustees

Title Guarantee & Trust Company

by _____

Depository

MUSEUM OF MODERN ART FILM LIBRARY

REVERSE SIDE OF
PREVIOUS DOCUMENT

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

April 20th 1921.

Bertron, Griscom & Co.,
40 Wall Street,
New York City.

Gentlemen:

I enclose herewith copy of letter this day forwarded to the Central Trust Co. of Ill. and the Continental & Commercial Trust & Savings Bank, attaching thereto copies of letters mailed to the Guaranty Trust Co. and the Central Union Trust Co., of New York, under date of April 20th 1921. I am sending these letters for your information, and also sending copies of the same to Messrs. Counselman & Co.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____

AHTB/GD
Encs.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

APRIL 20th 1921.

Messrs. Counselman & Co.,
112 West Adams Street,
Chicago, Ill.

Gentlemen:

I enclose herewith copy of letter this day forwarded to the Central Trust Co. of Ill. and the Continental & Commercial Trust & Savings Bank, attaching thereto copies of letters mailed to the Guaranty Trust Co. and the Central Union Trust Co. of New York under date of [illegible]. I am sending these letters for your information and am also sending copies of the same to Bertron, Griscom & Co.

Very truly yours,

D.W.GRIFFITH INCORPORATED

By_____

AHTB/GD
Encs.

April 30th 1921.

Central Union Trust Co. of New York,
80 Broadway,
New York City.

Dear Sir:

I enclose herewith copy of letter which we have this day delivered to the Guaranty Trust Co. of N.Y. authorizing said Company to issue certificates up to 7,500 additional shares of Class A. Stock of D.W.Griffith Inc. on request presented by your Company to them on the sale of said stock.

You will kindly accept requests from Messrs. Counselman & Co. or their nominees, Bertron, Griscom & Co. as heretofore or until otherwise instructed, this letter being supplemental to ours of March 22nd 1921.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____

AHH/CD
Inc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 20th 1921.

Guaranty Trust Co. of New York,
140 Broadway,
New York City.

Dear Sirs'

Supplementing our communication to you under date of March 22nd 1921 relative to the undersigned, D.W. Griffith Incorporated, relative to authorizing Messrs. Coe Newman & Co. to purchase the undersigned's Class A. shares and which letter authorized you until further instructed to register further additional certificates issued by the New York Transfer Agents in such names and for such number of shares up to and including an aggregate of 12,500 additional shares as may be designated on the request of Counselman & Co. or their nominees, Bertron & Griscom Co.

We beg to further advise that you are hereby authorized and directed to register further additional certificates issued by the New York Transfer Agents in such names and for such number of shares up to and including an aggregate of 7,500 additional shares as may be designated on request of Counselman & Co. or their nominees, Bertron, Griscom & Co. and file with such Transfer Agent, thus reducing the amount authorized to be issued by the Chicago Transfer Agent by 7,500.

We are forwarding a copy of this letter to the Central Union Trust Company of New York for their information, also copy to the Continental & Commercial Trust & Savings Bank, the Chicago Registrars and a copy to the Central Trust Co. of Illinois, the Chicago Transfer Agent.

Will you therefore kindly recognize any request as above stated at once, and oblige

Very truly yours,

D.W.GRIFFITH INCORPORATED

BY_____

AWTB/CB

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

APRIL 20, 1921.

Gentlemen:

The composition offered by our Company to my creditors 25% in cash and 75% in six notes endorsed by D. W. Griffith, was confirmed by the Court, and an order to that effect was signed to-day.

The order provides that payment of the check and notes shall be made by Zalkin & Cohen, 49 Chambers Street, New York City, attorneys for the receiver, upon surrender to Messrs. Zalkin & Cohen of the certificates of indebtedness now held by you.

Will you therefore be good enough to mail or send to Zalkin & Cohen the certificates in your possession, and checks and notes will be forwarded to you forthwith.

Yours very truly,

WARK PRODUCING CORPORATION.

Albert H. T. Banzhaf

President.

MD

April 21, 1921.

Mr. J. A. Brehany,
Room 525 Holbrook Building,
San Francisco, Calif.

Dear Sir:

Enclosed please find three invoices, one for each company, namely company N. O. P.

Your are requested to kindly sent these invoices to the individual company in time to have same included as and expense in next week's Statement.

Yours truly,

Cashier.

GELETT BURGESS
250 WEST 94TH STREET
NEW YORK CITY

7

April 21st, 1921

Mr. David Wark Griffith;
Mamaroneck, N.Y.

My dear Mr. Griffith;

Confirming my telephone conversation with your secretary to-day, I am delighted to hear that you can speak at the Luncheon-Conference of the Authors' League Fellowship, on Friday, May 6th. The Luncheon is at 12.30 p.m. in the Cafe Boulevard, 41st Steeet, near Broadway in the Grill Room, downstairs.

Looking forward to meeting you then,

I am yours sincerely,

Gelett Burgess

25% Cash payments to WARK PRODUCING CORP. creditors

Checks dated April 22, 1921.

Charles S. Clausen	127.12
Arthur E. Fairchild	162.50
T. J. Goodsell	127.13
Estate of Emily S. Goodsell	127.13
L. J. Hampton	1271.25
L. G. Pattee	127.13
Louis Seligsberg	127.13
Walter N. Seligsberg	127.13
T. Stackpole	127.13
Wm. B. Anderson	127.13
E. J. Banzhaf	1271.25
J. A. Barry	635.63
Benj. Block	381.38
Hugo Blumenthal	1271.25
Robert S. Clark	1271.25
Stephen C. Clark	1271.25
W. B. Day	127.12
A. K. Detwiler	508.50
George Ehret, Jr.	381.38
C. W. Gates	635.63
Simon Goldstein (Wm. H. Moore Trustee)	254.25
Wm. H. Moore, Jr. Trustee for Goldstein Co.	1779.75
John R. Hall	508.50
Norman Hall	1652.63
A. J. Hosking	127.13
D. T. Johnston	508.50
Knauth Nochod & Kuhne	1271.25
H. H. Lehman	127.13
Herbert T. Mainzer	254.25
Robert H. Mainzer	2542.50
H. S. Mowat	127.13
C. R. Oldershaw	635.63
Emil Oppenheimer	127.13
F. E. Ostwalt	635.63
Chas. H. Prisk	127.13
Henry W. Putnam	1271.25
Oscar L. Richard	1271.25
Vera V. B. Richard	381.25
W. D. Rosenberger	635.63
Percy Stewart	254.25
Albert Stern	1271.25
C. E. Sterritt	254.25
S. H. Tallman	3178.13
T. J. Tomlins	127.13
Maude Winpenny	381.38
D. J. Howdershell & Wm. Van Noven	127.13
	30036.86

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

8136.00
4068.00
508.50
2542.50
1525.50
5085.00
5085.00
5085.00
508.50
508.50
2034.00
1525.50
508.50
2542.50
39663.00

83

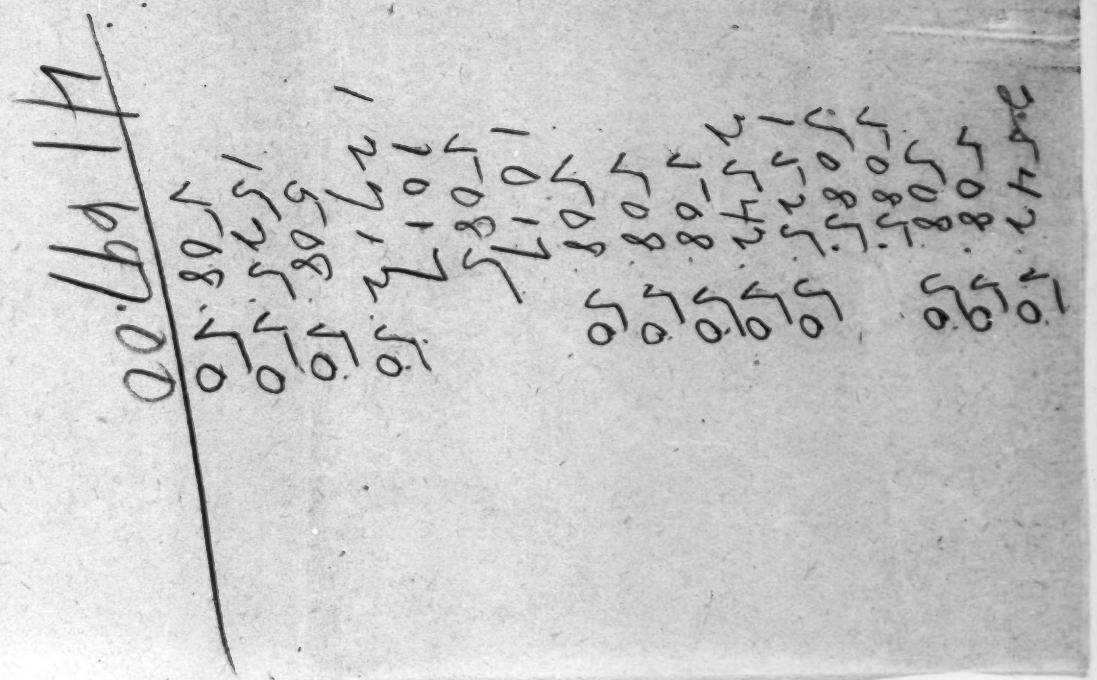
STOCKHOLDERS
-of the-
WARK PRODUCTNG CORPORATION
and
Amounts Still Due.

H. E. Aitken Q.M. Certificates of Indebtedness transferred on face to Freuman Pictures Corp - 110 W 40 St N.Y.C. 8/8/22	233 to 248	$7200. 720. 216.	45% 10% bonus Interest $ 8136.00
R. E. Aitken Q.M. Certificates of Indebtedness transferred on face to Freuman Pictures Corp - 110 W 40 St N.Y.C. 8/8/22	145 to 152	3600. 360. 108.	4068.00
Wm. B. Anderson	234	$450. 45. 13.50	$508.50
E. J. Banzhaf	188 to 197	$4500. 450. 135.00	5085.00
J. A. Barry	294 to 298	2250. 225. 67.50	2542.50
Benj. Block	332,228,229	1350. 135. 40.50	1525.50
Hugo Blumenthal	39 to 48	4500. 450. 135.	5085.00
Robert S. Clark	81 to 90	4500. 450. 135.	5085.00
Stephen C. Clark	91 to 100	4500. 450. 135.	5085.00
Charles S. Clausen	252	450. 45. 13.50	508.50
D. W. G. Corporation	153 to 187	15750;00 1575.00 472.50	17797.50
W. B. Day	101	450. 45. 13.50	508.50
A. K Detwiler	266 to 269	1800. 180. 54.	2034.00
George Ehret, Jr.	225 to 227	1350. 135. 40.50	1525.50
Arthur Fairchild	223	450. 45. 13.50	508.50
C. W. Gates	284 to 288	2250. 225. 67.50	2542.50
Lillian D. Gish	275 to 277	1350. 135. 40.50	1525.50
	126 certificates		$ 64071.00

1014
-4119
508.50
508.50
2034.
6610.50
5085.
508.50
2034.00
5085.00
508.50
1017.
10170.
508.50
2542.50
508.50

$45765.00

c/f	ce rtificates 126	c/f $64071.00	
Simon Goldstein	127, 128	900. 90. 27.	1017,00
Goldstien Company	126, 129 to 141	6300.00 630.00 189.00	7119.00
Mrs. T. J. Goodsell make checks to T. J. Goodsell as administrator	264	450. 45. 13.50	508.50
T. J. Goodsell .	265	450. 45. 13.50	508.50
John R; Hall	22 to 25	1800. 180. 54.	2034.00
Norman Hall	106 to 109, 21, 31 to 38	5850. 585. 175.50	6610.50
L. J. Hampton	253 to 262	4500. 450. 135.	5085.
A. J. Hosking	300	450. 45. 13.50	508.50
D. T. Johnston	102 to 105	1800. 180. 54.	2034.00
Knauth-Nachod & Kuhne	11 to 20	4500. 450. 135.	5085.00
H. H. Lehman	249	450. 45. 13.50	508.50
Herbert T. Mainzer	59,60	900. 90. 27.	1017.00
Robert H. Mainzer	61 to 70, 1 to 10	9000. 900. 270.	10170.00
Mae W. Marsh	278, 279	900. 90. 27.	1017.00 Omit
H. S. Mowat	250	450. 45. 13.50	508.50
C. R. Oldershaw	270 to 274	2250. 225. 67.50	2542.50
Emil Oppenheimer	123	450. 45. 13.50	508.50
	c/o 218 certificates	$	110853.00



	c/f certificates 218		$110853.00
F. E. Ostwalt	26 to 30	$ 2250. 225. 67.50	2542.50
L. G. Pattee	283	450. 45. 13.50	508.50
Charles H. Prisk	299	450. 45. 13.50	508.50
Henry W. Putman	49 to 58	4500. 450. 135.	5085.00
Oscar L. Richard	71 to 80	4500. 450. 135.	5085.00
Vera V. B. Richard	143 to 144	1350. 135. 40.50	1525.50
W. D. Rosenberger	289 to 293	2250. 225. 67.50	2542.50
Louis Seligsberg	132	450. 45. 13.50	508.50
Walter N. Seligsberg	131	450. 45. 13.50	508.50
T. Stackpole	251	450. 45. 13.50	508.50
Percy Stewart	230, 231	900. 90. 27.	1017.00
Albert Stern	111 to 120	4500. 450. 135.	5085.00
C. E. Sterritt	124, 125	900. 90. 27.	1017.00
Tallman S. H.	198 to 222	11250. 1125. 337.50	12712.50
E. J. Tomlins	110	450. 45. 13.50	508.50
Maude Winpenny	280 to 282	1350. 135. 40.50	1525.50
Howdershell D. J.) William Niven)	263	450. 45. 13.50	508.50
	300 certificates		$152550.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of WARK PRODUCING CORPORATION, Alleged Bankrupt.	In Bankruptcy, No. 28911.

Fol. 1 We, the undersigned creditors of the above named alleged bankrupt, holding certificates of indebtedness numbered to inclusive, issued by the above named alleged bankrupt, upon which certificates there is still unpaid forty-five (45%) per cent. of the face value of the said indebtedness, in addition to bonus and interest, do hereby agree as follows:

1. In full settlement, discharge, satisfaction and payment of the balance due upon the said certificate of indebtedness as aforementioned, we
2 accept 25 per cent. in cash, and the balance in six (6) promissory notes of this Company, payable as follows:

10 per cent. on May 1, 1921;
10 per cent. on September 1, 1921;
20 per cent. on December 31, 1921;
15 per cent. on May 1, 1922;
10 per cent. on September 1, 1922;
10 per cent. on December 31, 1922;

all of which notes are to be endorsed by D. W. Griffith.

3 2. We further consent that the petition in bankruptcy filed herein be dismissed without further notice, and that the order appointing the Receiver herein be vacated without further notice.

3. In the event that it becomes necessary for the said alleged bankrupt to offer terms of composition as provided by the Bankruptcy Act, then this agreement shall be considered as an acceptance of the terms of composition, if offered on the basis as hereinabove described, said acceptance to be effective only after the said alleged bankrupt has been examined in open court, as required under Section 12 of the Bankruptcy Act.

4 Acceptances signed by us on separate sheets shall have the same effect as if signed on one sheet.

Dated January , 1921.

_____ (L. S.)

_____ (L. S.)

_____ (L. S.)

CLASS OF SERVICE	
Telegram	X
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

Mark Chaye

April 22nd 1921

C R OLDERSHAW
535 JACKSON STREET
PASADENA CALIFORNIA

MAIL CERTIFICATES ZALKIN FORTYNINE CHAMBERS STREET

LETTER FOLLOWS

BANZHAF

Room 1615
2 Rector Street
B nzhaf

Motion Picture Craftsmen

EXECUTIVE BOARD
MR. ABE HELLER, President
MR. W. R. PAINTER, 1st Vice-Pres.
MR. RALPH PECORELLI, 2d Vice-Pres.
MR. GEO. G. WOODRUFF, Secretary
MR. P. E. BRULATOUR, Treasurer

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOTION PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA

WORLD TOWER BUILDING
110 West 40th Street
NEW YORK CITY

April 22nd, 1921.

64

Mr. D. W. Griffith,
Mamaroneck, N. Y.

My dear Mr. Griffith:

I take pleasure in handing you, herewith, two tickets for admission to the next regular meeting of the Motion Picture Craftsmen to be held at the Hotel Astor, 44th Street and Broadway, New York City, May 7th, 1921 at 3:45 P. M.

Doctor Frank Crane of the New York Globe will make an address, and the reputation of this gentleman is such as to assure that what he may say will be expressed in a most interesting fashion and I am satisfied that if conditions will permit of your being with us on this occasion you will have a very enjoyable and perhaps beneficial entertainment.

The purpose of the Motion Picture Craftsmen is co-operative and we seek the exchange of views with any employer of our membership. Not alone at the meeting above referred to but at any subsequent gathering of our members, the employer is cordially invited to attend and to express commendation or criticism of our policies. Constructive criticism is sought and we will appreciate your taking full advantage of the invitation to come to us at any time and frankly air any grievances you may have. A number of the employers have already visited our meetings and with them there has been developed an understanding which is mutually beneficial and enjoyable. We seek to make that condition general.

Will you kindly advise me whether or not you will be able to be present on the 7th of next month as the Reception Committee desires to have knowledge of who our guests will be so as to make the proper arrangements for their comfort.

Very truly yours,

CHAIRMAN RECEPTION COMMITTEE
MOTION PICTURE CRAFTSMEN
I.A.T.S.E., LOCAL #614

April 22nd 1921.

Makin.&Zalkin & Cohen,
49 Chambers Street,
New York City.

In re: Wark Producing Corp.
Alleged Bankrupt.

Dear Sirs:

We hereby authorize you to deliver to Edwin J. Banzhaf, the check for 25% of the amount due as per the Schedules in the above entitled matter and mail the same to the care of Albert H. T. Banzhaf, 2 Rector Street.

The notes called for in the Composition Agreement need not be delivered by the Company as he has Waived the same and his Ceritificates of Indebtedness have been deposited with the undersigned for subsequent action on the part of the Corporation.

Very truly yours,

AHTB:MD

U.A

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

April
22nd
1921

Mr. Albert H.T. Banzhaf
2 Rector Street
New York City

My dear Bert:

The following is copy of telegram received from John Fairbanks in response to our communication concerning proposal to make contract withMr. and Mrs. Bryant for distribution of Nazimova's picture "THE DOLL HOUSE" upon the basis that we pay her upon delivery of negative as advance against seventy-five percent of earnings of picture, $100,000. Mr. Abrams believes he will have taken at least that money in prior to the release of the picture.

April 21 1921

"ARTISTS HERE IN FAVOR MAKING CONTRACT FOR DOLL HOUSE ON BASIS OUTLINED IN YOUR WIRE APRIL NINETEENTH THINK UNDOUBTEDLY ORGANIZATION CAN SECURE ADVANCE CONTRACTS ENOUGH TO COVER DEPOSIT ON DELIVERY OF NEGATIVE MARY HOPES FOR CONSUMMATION OF PEG CONTRACT REGARDS JOHN FAIRBANKS."

Sincerely yours,

Dennis F. O'Brien

DFO'B/IC

advised O'Brien
Mr. G - ag - mm

UA.

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

April 22, 1921

Mr. A. H. T. Banzhaf,
Director and Secretary,
United Artists Corporation,
2 Rector Street, N.Y.C.

Dear Mr. Banzhaf:-

Supplementary to my report at the monthly meeting of the Board of Directors, held last Tuesday - April 19th, I have the pleasure to inform you of the contents of a cable which I just received from our London Manager, Mr. A. C. Berman:-

London - April 21

UNARTISCO N.Y.

CLOSED ZORRO FIFTEEN HUNDRED POUNDS AND PERCENTAGE PALACE THEATRE MINIMUM RUN FOUR WEEKS BEGINNING MAY 23rd STOP POLLYANNA CONTRACTS TO DATE EIGHT THOUSAND POUNDS HAVEN'T SCRATCHED SURFACE. BERMAN ..

I know the above information will be very gratifying to you. We are all much pleased with the business done by Mr. Berman who has been selling our Product for only three weeks. It looks as if we would gross about two hundred thousand dollars in the British Isles on POLLYANNA.

The contracts closed now are for immediate showings, and are not to be held over for any period of time. By "contracts are signed for immediate showings" is meant that we will receive the money for the owner of the Picture within sixty days of the date of the signing. I am notifying Mr. Berman to start selling POLLYANNA in all the key cities in the British Isles. We are confident he will close contracts similar to those already signed for the Palace Theatre, giving us a large guarantee and a percentage of the gross receipts.

At your first opportunity, I would like to have you tell Mr. Griffith and Mr. Grey of the contents of this letter.

Very truly yours,

Hiram Abrams

PRESIDENT

AR

I know the above information will be very gratifying to you. We all much pleased with the business done by Mr. Berman who has been selling our Product for only three weeks. It looks as if we would gross about two hundred thousand dollars in the British Isles on POLLYANNA.

The contracts closed now are for immediate showings and are not to be held over for any period of time. By "contracts are signed for immediate showings" is meant that we will receive the money for the owner of the picture within sixty days of the date of the signing. I am notifying Mr. Berman to start selling POLLYANNA in all the key cities in the British Isles. We are confident he will close contracts similar to those already signed for the Palace Theatre, giving us a large guarantee and a percentage of the gross receipts.

At your first opportunity, I would like to have you tell Mr. Griffith and Mr. Grey of the contents of this letter.

Very truly yours,

PRESIDENT

I illegible
Transcribe

Wak Bkey

ZALKIN & COHEN
COUNSELORS AT LAW

HARRY ZALKIN
MOSES COHEN

LEWIS H. SAPER
EDWARD REES
NATHAN COPLAN
DAVID M. PALLEY

PHONE 0308 0309 0310 0311 WORTH

49 CHAMBERS STREET
NEW YORK

April 23, 1921.

Mr. Albert H.T. Banzhaf,
2 Rector Street,
New York City.

My dear Mr. Banzhaf: Re Mark Producing Corp.

Enclosed herewith you will please find check for $1000. to the order of John G. Pembleton which you will please deliver to him and obtain his receipt.

Very truly yours,

HZ.SM- Encl.

Zalkin & Cohen

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

April 23rd 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		2523		
Love Flower		263		
Hearts of World		44		
Broken Blossoms		134		
Marshall Neilan		1457		
Dream Street		16571		
Birth of a Nation		25451		
Lab. Machine Tests	95			
Picture C-13			4450	3417
" U-2			9064	2619
	95	46443	13514	6036

Positive stock used

Eastman	54882
Bay State	0
Belgian	5170
	60052

Negative stock used

Eastman	6036

April 23, 1921.

Paasche Air Brush Co.,
Chicago, Ill.

Gentlemen:-

We are sending to you underseperate cover an air brush to be repaired and overhauled.

The noozle which connects the air line to the brush has broken off.

Please repair this brush and return to;

Mr. Edward Scholl,
D.W.Griffith Inc.,
Mamaroneck, N. Y.

A return of the brush at an early date will be greatly appreciated by us.

Yours Truly,

D.W.Griffith Inc.

Per

RBA/JMA

Purchasing Agent.

Mr. Lee Benoist,
25 West 43 rd Street
New York City

Dear Sir,

Below please find statement showing receipts from "Dream " Street for week ending April 23 rd,1921.,

Week	Town	Gross	Co. Share	Expense	Loss.
4/16	New York	$ 6464.00	$ 2464.00	$ 13,933.16	$ 11469.16
4/23	New York	10208.75	6125.25	12,577.84	6452.59
4/23	Philadelphia	6246.25	2246.25	7556.14	5309.89
	Total	$ 22919.00	$ 10835.50	$ 34067.14	$ 23231.64

Very Truly Yours,

D W Griffith Inc.

_____
Cashier.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, April 23, 1921

66-169-5

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
c/o J. C. Epping,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N. Y.

Dear Sir:

We have received from the United Artists Corporation check for $2,534.54 drawn on the Central Trust Company of New York, New York City.

Receipt is also acknowledged of check drawn on Canada for $315., which check has been discounted at 11¼% and the proceeds, $279.56, together with the former check has been applied in reduction of your loan to $127,464.28.

Yours very truly,

Assistant Treasurer.

177,181.17 US
10,354.55 Canada
$187,535.72
315.000
187,535.72
$127,464.28 OK

HEAD OFFICE: 54 WILLIAM STREET, NEW YORK
ALSO AT
CHICAGO,
PHILADELPHIA,
BOSTON,
ST. LOUIS,
PITTSBURGH,
MILWAUKEE,
DETROIT,
SAN FRANCISCO,
LOS ANGELES,
SEATTLE.

MANAGER
W. B. REYNOLDS

CABLE ADDRESS "PRICEWATER" NEW YORK

MONTREAL,
TORONTO,
WINNIPEG,
VANCOUVER,

BUENOS AIRES,
RIO DE JANEIRO,
VALPARAISO,

LONDON,
PARIS,
PETROGRAD,

CAIRO,
ALEXANDRIA,

PRICE, WATERHOUSE & CO.

(UPTOWN OFFICE) 6 WEST 48TH STREET,

NEW YORK, April 24, 1920.

Wark Producing Corporation,

To Price, Waterhouse & Co. Dr.

* * * * *

For professional services rendered in connection with capital stock tax return for the year beginning June 30, 1919 and assistance rendered to Mr. Seligsberg in connection with British income tax return	$40.00

HEAD OFFICE: 54 WILLIAM STREET, NEW YORK
ALSO AT
CHICAGO,
PHILADELPHIA,
BOSTON,
ST. LOUIS,
PITTSBURGH,
MILWAUKEE,
DETROIT,
SAN FRANCISCO,
LOS ANGELES,
SEATTLE.

CABLE ADDRESS "PRICEWATER" NEW YORK

MONTREAL,
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PETROGRAD,

BUENOS AIRES,
RIO DE JANEIRO,
VALPARAISO,

CAIRO,
ALEXANDRIA,

PRICE, WATERHOUSE & Co.

(UPTOWN OFFICE) 6 WEST 48TH STREET,

MANAGER
W. B. REYNOLDS

NEW YORK, April 24, 1920.

Wark.

Wark Producing Corporation,
Longacre Building,
Broadway & 42nd Street,
New York City.

Dear Sirs:-

We enclose note of our charges covering professional services rendered, for which we shall be pleased to receive a remittance in due course.

Yours very truly,

Price Waterhouse & Co.

Enclosure - Bill

Mr Bangloff
What is this. I do not know of any such Report and you order this - If so please OK

[illegible]

Wid's Daily - Sunday - April 24/21

The Past—and the Future

By David Wark Griffith

THE director of the past: ingenious, hard working. With few mechanical aids; and little understanding. Striving for an end which often he could not foretell. Glad of the opportunity to do; appreciative of the slightest understanding.

The director of the present—perhaps very similar to the director of the past—a much troubled brick-layer, using about fourteen hours a day to place the bricks to the best of his ability.

The director of the future—let us look into the far, far future. Limitless his opportunity.

The world's understanding his for the performance. Silent tho the screen be, it is the silence of thunder. Portentous the power of the screen, so that of the director. And woe be that his art shall fall in the control of the wrong men—the wrong kind of men.

For the power of the screen is greater by far than that of any other instrument.

Because of this the director of the future must be a thinker. A greater thinker than he has ever before been. His must be knowledge of much. The world's ambitions; the world's aims; the hearts of humanity; the understanding of genius.

The patience of a master; the strength of a Hercules. Thematically the world's truths will be suggested by the art of the director.

Through the power of suggestion he will reach vast and great distances. Into the hearts of men he will travel. And multitudes will be glad because of him and his work. And be happy.

Far as we have travelled, so further we will go. Unhampered by censorship the art of the director will reach limits now unknown, undreamed of. Barred by censorship his art will wither.

What Would YOU Give for the Key to Happiness?

You want to love and be loved...to be happy ...to be successful.

"What I wanted, I thought about...and then I always got it," said the late Andrew Carnegie... happy with love...and tens of millions.

Not new...for didn't the old Chinese Philosopher say it ten thousand years ago?

If YOU think right, YOUR work is beautiful... YOUR sweetheart is beautiful...YOUR wife is beautiful.

Remember...as you think, so you are.

All the beauty in life and success in welfare that you can understand, will come to you IF YOU THINK THAT BEAUTY IS SUCCESS.

There are three young people who tested it . . . two young men and a girl.

She is a dancing girl. The flashing grace of her lyrical body and slim black-stockinged legs once saved a theatre from panic.

She is gentle, brave and gay, swift and restless as a bird. Each pulse of her body sings for joy. Her name is Gypsy Fair.

The older of the boys is James "Spike" McFadden, a handsome blond giant who conquers the girls with his voice . . . and the males with his great fist.

The younger is Billy, his brother, blessed with talent . . . cursed with temper . . . splendid with devotion.

Pitted against them was opposition . . . their own thoughts in the first place . . . and again the Malay adventurer who wished the girl to go with him to his own land of lilies and blue nights. She scorned him . . . he plotted vengeance against her . . . surprising schemes.

You will see how thoughts drive you away from happiness . . . and to happiness . . . you will be kissed with golden romance . . . you will spend an exciting evening full of adventure and glimpses of glorious life.

And tomorrow . . . after the thrills and spell have passed away, you will thrill again to realize that you have SOMETHING you didn't have before.

Follow the idea in this play, and you absolutely will find THE KEY TO HAPPINESS, besides spending a great evening.

You will never see more graphically what THOUGHTS can do than in seeing "DREAM STREET." It is at the Majestic Theatre . . . with two performances daily . . . for a limited time.

"DREAM STREET"
HAS
PROVED ITSELF A
$2.00 PICTURE
IN TWO CITIES ALREADY

A picture of Faith . . and Hope . . and Love.. it appeals to the highest decencies and cleanest longings in man. It brings a serene certainty into the hearts of the public.

"Moments of Inspiration . . . MOMENTS ONLY A GREAT SOUL COULD PRODUCE"—says **S. J. Kaufman in the N. Y. Globe.** "It is superb."

"Easily the most artistic picture which Mr. Griffith has ever made."—**N. Y. Commercial.**

"It touches the heart of every beholder, for A LOVE THAT IS TRANCENDANT animates the tale, and presents a new aspect of the greatest human emotions."—**Philadelphia Record.**

"Another Griffith to hang in the Screen's art gallery."—**Philadelphia North American.**

"AMPLY WORTH A PLACE IN THAT GALLERY WHERE HANGS 'THE BIRTH OF A NATION.'"—Philadelphia Inquirer.

"Handsomely and artistically done, it has that indefinable touch that makes GRIFFITH SUPREME IN THE MOTION PICTURE WORLD."—**N. Y. Mail.**

"Griffith's sheer genius is revealed again."—**N. Y. Telegram.**

"And 'Dream Street' HOLDS YOUR INTEREST from start to finish."—**N. Y. American.**

"It grips the spectators (**Times**) and MAKES OTHER PICTURES LOOK LIKE TRASH. It is a sparkling gem, a thing of rare distinction."—**N. Y. Review.**

"The scenes look as if they might have COME FROM THE BRUSH OF BEARDSLEY, and in popularity it should be a 'MAIN STREET' OF THE FILMS."—**N. Y. Sun.**

"MADE UP OF HAUNTING AND LOVELY PICTURES."—N. Y. Globe.

"Beautiful atmospheric scenes fairly swim before the DELIGHTED ONLOOKERS' EYES."—**N. Y. Globe.**

"Here is the WITCHERY OF THE CAMERA as no one but Griffith can evoke it."—**N. Y. Telegram.**

"For Griffith is THE GREATEST MOTION PICTURE DIRECTOR in the World."—**N. Y. Globe.**

"Dream Street" will be released on the United Artists Program

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Times Sept 25/21

What Would YOU Give for the Key to Happiness?

You want to love and be loved . . to be happy . . to be successful.

"What I wanted, I thought about . . . and then I always got it" said the late Andrew Carnegie . . . happy with love . . . and tens of millions.

Not new . . for didn't the old Chinese Philosopher say it ten thousand years ago?

If YOU think right, YOUR work is beautiful . . . YOUR sweetheart is beautiful . . . YOUR wife is beautiful.

Remember . . . as you think, so you are.

All the beauty in life and success in welfare that you can understand, will come to you IF YOU THINK THAT BEAUTY IS SUCCESS.

There are three young people who tested it . . . two young men and a girl.

She is a dancing girl. The flashing grace of her lyrical body once saved a theatre from panic.

She is gentle, brave and gay, swift and restless as a bird. Each pulse of her body sings for joy. Her name is Gypsy Fair.

The older of the boys is James "Spike" McFadden, a handsome blonde giant who conquers the girls with his voice . . . and the males with his great fist.

The younger is Billy, his brother, blessed with talent . . . cursed with temper . . . splendid with devotion.

Pitted against them was opposition . . . their own thoughts in the first place . . . and again the Malay adventurer who wished the girl to go with him to his own land of lilies and blue nights. She scorned him . . . he plotted vengeance against her . . . surprising schemes.

You will see how thoughts drive you away from happiness . . . and to happiness . . . you will be kissed with golden romance . . . you will spend an exciting evening full of adventure and glimpses of glorious life.

And tomorrow . . . after the thrills and spell have passed away, you will thrill again to realize that you have SOMETHING you didn't have before.

Follow the idea in this play, and you absolutely will find THE KEY TO HAPPINESS, besides spending a great evening.

As the *N. Y. Telegraph* says: . . "Full of surprises as a Christmas pudding".

"Grips the spectators".—*Times.*

"Holds the interest from start to finish". (Alan Dale in *The American*)

You will never see more graphically what THOUGHTS can do than in seeing "DREAM STREET". It is at the Central Theatre . . . and thousands are being turned away.

DREAM STREET----

SEE: —the great theatre scene . . . the crowded aisles . . . —the frightened mob that no one can quiet . . .

—how Gypsy Fair, the dancing girl, with lyrical body and black stockinged slim legs in her wild dance saves the whole audience from disaster.

—the greatest love story ever told . . . passionate and brutal love of Spike McFadden changed into beauty . . . changed into sweet love.

SEE: —the great scene where the two brothers love one another one moment and the next . . . allow their overwhelming passion for the dancing girl to master them and struggle at one another's throats.

—the great carnival scene in romantic Limehouse . . . costers singing, happiness, Lascars, Malays, Chinese, romantic adventurers gathered from the corners of the earth.

—the darkey from Georgia trying to gamble his way back home.

SEE: —Dream Street, the street of Love, Romance, Mystery, Beauty, Youth. . . .

—acting and directing so perfectly attuned that one forgets looking at a film.—GLOBE. —a supremely beautiful and moving film drama.—HERALD. —he has never given a better, more convincing picture.—POST. —from the point of technique this picture yields nothing to any.—AMERICAN. —a softer, more delicately treading Griffith than the screen is wont to see.—TRANSCRIPT.

—Conscience . . . Good . . . fighting for a man's soul . . .

SEE: —the beautiful, sensual mask of Evil . . . with his aides out of Hades . . .

—the beautiful temptress . . . the battle between Good and Evil.

—the great court room scene where the two brothers meet . . .

SEE: —the strange cunning revenge of the Malay . . . the mystic wire and the window . . . the raised lamp shade . . . the unsuspected vengeance.

Suspense Suspense Suspense
Drama Youth Beauty Romance

It will make you forget your troubles in laughter, tears and humanity.

For Heaven's sake don't you tire of seeing the same old characters . . . there is something new and unusual under the Sun. It is

DREAM STREET Now at Shubert-MAJESTIC Theatre
PRICES—NIGHTS: 500 Orchestra Seats 50c and $1.
MATINEES—600 Orchestra and Balcony Seats 50c
DAILY MATINEE—2:15; EVENING—8:15

Boston Post - May 10/21

What Would YOU Give for the Key to Happiness?

You want to love and be loved . . . to be happy . . . to be successful.

"What I wanted, I thought about . . . and then I always got it," said the late Andrew Carnegie . . . happy with love . . . and tens of millions.

Not new . . . for didn't the old Chinese Philosopher say it ten thousand years ago?

If YOU think right, YOUR work is beautiful . . . YOUR sweetheart is beautiful . . . YOUR wife is beautiful.

Remember . . . as you think, so you are.

All the beauty in life and success in welfare that you can understand, will come to you IF YOU THINK THAT BEAUTY IS SUCCESS.

There are three young people who tested it . . . two young men and a girl.

She is a dancing girl. The flashing grace of her lyrical body and slim black-stockinged legs once saved a theatre from panic.

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The older of the boys is James "Spike" McFadden, a handsome blond giant who conquers the girls with his voice . . . and the males with his great fist.

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And tomorrow . . . after the thrills and spell have passed away, you will thrill again to realize that you have SOMETHING you didn't have before.

Follow the idea in this play, and you absolutely will find THE KEY TO HAPPINESS, besides spending a great evening.

You will never see more graphically what THOUGHTS can do than in seeing "DREAM STREET." It is at the Majestic Theatre . . . with two performances daily . . . for a limited time.

would you SELL TWO hours of YOUR LIFE?

Your laughter—your love-time—your romance—even your troubles? Not one so unhappy, we hope—as to do that.

But YOU do sell your hours—if YOU refuse to live them to the fullest—and you sell them cheaply.

And many will waste two hours in trivial habits instead of investing them in DREAM STREET.

And this is what you will miss: The work of six months by the man whom all the critics declare the genius of the films.

Comedy: Happy laughter at little humanities that warm YOUR heart.

Thrills: Two devoted brothers, loving the same dancing girl, with an unbounded and abandoned love that starts them tearing at each other's throats one minute—embracing the next.

Suspense: The cunning vengeance of a wily Malay who thought he, too, might love—where no love should be.

Thought: A pounding vision of that struggle that occurs every day in YOUR life—for YOU, TOO, listen to that man with the violin.

Beauty: Love: Romance: Comedy: Adventure: Intrigue: Delight: Isn't that worth two hours of YOUR Life?

D. W. GRIFFITH'S: splendid play of Love's adventures at the Shubert MAJESTIC theatre—twice daily.

Moving Picture World June 11/21

An inside wire —

CLASS OF SERVICE	SYMBOL
Telegram	Blue
Day Letter	Nite
Night Message	N L
Night Letter	

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	Blue
Day Letter	Nite
Night Message	N L
Night Letter	

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1921 MAY 31 AM 1 38

A15H 52 COLLECT NL CLEVELAND O 30

KENNETH HODKINSON

GEN MGR UNITED ARTISTS CORPN 729 SEVENTH AVE NEWYORK NY

WEATHER BEAUTIFUL AND WARM IDEAL OUTDOOR DAY BUT BUSINESS CONTINUED VERY BIG MANAGEMENT DOES NOT CARE TO GIVE FIGURES BUT ADMITS BUSINESS YESTERDAY AND TODAY HOUSE RECORD FOR TWO DAYS STOP TAKING GRAVES TO COLUMBUS IN MORNING FOR PERSONAL APPEARANCE TUESDAY AND WEDNESDAY REQUEST OF EVANS RETURNING HERE THURSDAY MORNING REGARDS

JAMES M ASHCRAFT

Indicating what

D.W. GRIFFITH'S "DREAM STREET"

is doing at

THE ALLEN THEATRE

CLEVELAND, OHIO

A Dramatic Comedy Suggested by Characters of Thomas Burke

UNITED ARTISTS CORPORATION

MARY PICKFORD · CHARLIE CHAPLIN
DOUGLAS FAIRBANKS · D.W. GRIFFITH
HIRAM ABRAMS, PRESIDENT

New York says:

MARY PICKFORD'S

new picture

"THROUGH THE BACK DOOR"

Direction by Alfred E. Green
and Jack Pickford
Scenario by Marion Fairfax
Photography by Charles Rosher

"The picture is a prize one and utterly delightful."

—***Daily News***

"Simply storms one's affections through every entrance."

—***The Sun***

"At her best—as if she had been touched with a fairy wand of perennial girlhood."

—***Evening Journal***

"Her popularity greater than ever."

—***Evening Telegram***

"Has never done better work than she displayed in 'Through the Back Door'."

—***Evening Mail***

"The type of picture Miss Pickford has been so greatly loved for."

—***New York American***

"She is as altogether delightful and persuasive as ever."

—***New York Times***

"Another of her delightful and wholly irresistible impersonations . . . she has never looked so pretty."

—***New York Herald***

– and so does all the rest of the country!

UNITED ARTISTS CORPORATION

MARY PICKFORD CHARLIE CHAPLIN
DOUGLAS FAIRBANKS D. W. GRIFFITH

DAVID WARK GRIFFITH'S "DREAM STREET"

The Story

is laid in a large city; probably London, with its fogs and mysterious streets of adventure.

It is a dramatic comedy. The players walk the dim streets, perhaps with their faces turned to the Evening Star.

Love and great dreams are there; startling action and bursts of strange adventure.

The Many Sets

More than in any picture Mr. Griffith has made.

"The sets should be the envy of any producer in this country or of any other."—*N. Y. Post.*

"Interiors have soft, elusive corners. Exteriors have the touch such as artists achieve in great paintings."—*N. Y. Telegram.*

"Again Griffth is the master at making scenes which hold the eye and command interest."—*N. Y. Times.*

"Again Griffith shows himself as the Rembrandt of the screen."—*N. Y. Journal of Commerce.*

The Photography and Music

"The witchery of the very beautiful scenes is increased by the musical scoring."—*N. Y. Globe.*

"The photography is so beautiful you wonder if you have ever seen such wonderful effects, certainly only in Mr. Griffith's pictures."—*N. Y. Tribune.*

"The scenes look as if they might have come from the brush of a Beardsley."—*N. Y. Sun.*

UNITED ARTISTS CORPORATION
MARY PICKFORD
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH
HIRAM ABRAMS
President

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

The Players Know That Secret Language of the Screen

In the leading roles are:

Ralph Graves as James "Spike" McFadden, who conquers the girls with his golden voice, and the men with his bold fists, and reigns king of the district.

"I have seen no better screen actor than Ralph Graves. He has dash, youth, facial expression and wonderful magnetism."—*Alan Dale in N. Y. American.*

Miss Carol Dempster as Gypsy Fair—the dancing girl, who is gentle, brave and gay, swift and restless as a bird—with velvet eyes and lyric body.

"Miss Dempster easily attains first rank as a Griffith leading lady."—*N. Y. Telegram.*

"She is youth personified, a type with intelligence." —*N. Y. Journal.*

Charles Emmett Mack, hailed as the greatest of recent Griffith "finds," appears as the younger brother, weak, wistful, glorious with talent; but capable of——

"He is a shining spot in the production."—*N. Y. World.*

Edward Peil, as Sway Wan, a Chinaman in silks, crafty, revengeful, who tops a long-standing feud with astounding cunning.

Porter Strong, as Sam Jones, just plain Georgia negro, who wants to get home but has no money.

Charles Slattery, as the Police Inspector.

Tyrone Power, the Sayer of Truths and Good Thoughts.

Morgan Wallace, the Man with the Mask, and the devilish violin.

DAVID WARK GRIFFITH'S "DREAM STREET"

UNITED ARTISTS CORPORATION

MARY PICKFORD
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH

HIRAM ABRAMS
President

DAVID WARK GRIFFITH'S "DREAM STREET"

A Noble, Splendid Picture---

"With moments of inspiration—moments only a great soul could produce."—*N. Y. Globe.*

"It has that indefinable touch that makes Griffith supreme in the motion picture world."—*N. Y. Mail.*

The Very Winds of Beauty Blow Across It

"Easily the most artistic picture which Mr. Griffith has ever made."—*N. Y. Commercial.*

"Beautiful scenes fairly swim before the delighted onlookers' eyes."—*N. Y. Telegram.*

"As full of surprises as a Christmas pudding, it is one of the artistic triumphs of the year."—*N. Y. Telegraph.*

A Quick Action Swarms to a High Suspense

"It grips the spectators—with a vitality so often lacking in motion pictures."—*N. Y. Times.*

"Holds your interest from start to finish."—*N. Y. American.*

"Too high praise cannot be given the direction and skill with which the dramatic effects are achieved."—*N. Y. Evening World.*

"Griffith's sheer genius is revealed again."—*N. Y. Telegram.*

UNITED ARTISTS CORPORATION
MARY PICKFORD
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH
HIRAM ABRAMS
President

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

There Is A Grandeur About "Dream Street" That Floods The Heart

It appeals to the highest decencies and the cleanest longings. It awakens Faith—and Hope—and Love—and brings a serene certainty into the hearts of the public.

As the astute critic for "Variety"—Mr. Rush, says:

"It will have a following as great, if not greater, than anything Mr. Griffith has done."

Mr. Weller, of the N. Y. Review, finds it: "A sparkling gem—a thing of rare distinction. Other pictures seem like trash when classed with Mr. Griffith's; and 'Dream Street' is a masterpiece."

"In popularity, it should be a 'Main Street' of the films."—*N. Y. Sun.*

The proof of this picture's power is not based only on the Broadway showing, where its success is truly sensational.

It has been tried in the picture theaters.

In Middletown, New York, the second night drew within fourteen dollars as much as the second night for "Way Down East"—and this was the last week in Lent.

At Yonkers, after the matinee showing, thousands of people clamored that night for seats—hundreds stood and not a person left.

It is, indeed, a picture for the people, high and low.

DAVID WARK GRIFFITH'S "DREAM STREET"

UNITED ARTISTS CORPORATION

MARY PICKFORD
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH

HIRAM ABRAMS
President

DAVID WARK GRIFFITH'S "DREAM STREET"

not make a big impression. The critical comment said it was not another "Birth of a Nation."

Even the men who had managed "The Birth of a Nation" refused to manage this play because they said it would never be successful. Yet, until the war suddenly ended, it was one of the most successful plays ever produced. Almost as successful as had been "The Birth of a Nation."

When "Way Down East" came out, the same criticisms were made—that it was not another "Birth of a Nation." They were waiting for the Ku Klux Klan to come, and did not see the climax that was to be as powerful to the people as the famous ride.

And now with "Dream Street" the same is said again, only this time it is compared to "Way Down East" which the critics NOW accept as a classic; apparently forgetting what was said when it was first shown.

"Dream Street" is not another "Way Down East." It is an entirely different picture. But the great masses, including the swaggerest people from Fifth Avenue and the equally important people of other streets, not so well dressed, have flocked to see it. Up to the sixth night (when this is written) more people have been turned away than from any picture in history. True, the Ku Klux do not ride to the rescue, nor is there a great ice flow—but there is SOMETHING. Perhaps even greater than these.

UNITED ARTISTS CORPORATION
MARY PICKFORD
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH
HIRAM ABRAMS
President

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Exhibitors Herald
April 30/21

DAVID WARK GRIFFITH'S "DREAM STREET"

A Dramatic Comedy Suggested by Characters of Thomas Burke

Things We Can Prove And Defy Anyone To Disprove

TO THE EXHIBITORS:

This day of high competition leads to aggressive battles in advertising, through the press, word of mouth and every possible means of communication.

What follows is not an idle statement:

Four years ago, the Washington Herald said: "Griffith is the only producer who can put his pictures into the theaters at two dollars, *and have them so satisfy the public that he can keep his pictures there.*"

This is as true today as when it was written, despite all words to the contrary.

Anyone who has the money to spend can bring pictures into New York, advertise them heavily; and if they do not meet the public's approval, continue at a loss as long as the money holds out.

But from one end of the country to the other, "THE BIRTH OF A NATION," "HEARTS OF THE WORLD" and "WAY DOWN EAST," have had profitable engagements in each and every city played, including New York; and these ARE STILL THE ONLY pictures that have done this. If you think otherwise, YOU ARE BEING DECEIVED.

"DREAM STREET," Mr. Griffith's latest picture, has met with exactly the same reception as his other plays. "HEARTS OF THE WORLD," when first shown, did

UNITED ARTISTS CORPORATION
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HIRAM ABRAMS
President

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBR .C

Everyday more people say

"Sherman is right"

"DREAM STREET"—its very name brings the breath of Youth and Springtime — of soft nights and darkened by-ways that lure with mystery and romance.

And here in Dream Street David Wark Griffith has chosen to tell his story; here, in the loves of Dream Street folks, he has found another bit of the Heart of Life itself.

Never has the master-hand of Griffith wrought a more beautiful thing; never has he gotten so close to the Soul of Humanity.

DAVID WARK GRIFFITH

presents

"DREAM STREET"

A Dramatic Comedy Based on Characters of Thomas Burke

UNITED ARTISTS CORPORATION

MARY PICKFORD · CHARLIE CHAPLIN
DOUGLAS FAIRBANKS · D. W. GRIFFITH
HIRAM ABRAMS, PRESIDENT

Trade Magazines

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There Is A Grandeur About "Dream Street" That Floods The Heart

It appeals to the highest decencies and the cleanest longings. It awakens Faith—and Hope—and Love—and brings a serene certainty into the hearts of the public.

As the astute critic for "Variety"—Mr. Rush, says:

"It will have a following as great, if not greater, than anything Mr. Griffith has done."

Mr. Weller, of the N. Y. Review, finds it: "A sparkling gem—a thing of rare distinction. Other pictures seem like trash when classed with Mr. Griffith's; and 'Dream Street' is a masterpiece."

"In popularity, it should be a 'Main Street' of the films."—*N. Y. Sun.*

The proof of this picture's power is not based only on the Broadway showing, where its success is truly sensational.

It has been tried in the picture theaters.

In Middletown, New York, the second night drew within fourteen dollars as much as the second night for "Way Down East"—and this was the last week in Lent.

At Yonkers, after the matinee showing, thousands of people clamored that night for seats—hundreds stood and not a person left.

It is, indeed, a picture for the people, high and low.

The Players Know That Secret Language of the Screen

In the leading roles are:

Ralph Graves as James "Spike" McFadden, who conquers the girls with his golden voice, and the men with his bold fists, and reigns king of the district.

"I have seen no better screen actor than Ralph Graves. He has dash, youth, facial expression and wonderful magnetism."—*Alan Dale in N. Y. American.*

Miss Carol Dempster as Gypsy Fair—the dancing girl, who is gentle, brave and gay, swift and restless as a bird—with velvet eyes and lyric body.

"Miss Dempster easily attains first rank as a Griffith leading lady."—*N. Y. Telegram.*

"She is youth personified, a type with intelligence." —*N. Y. Journal.*

Charles Emmett Mack, hailed as the greatest of recent Griffith "finds," appears as the younger brother, weak, wistful, glorious with talent; but capable of——

"He is a shining spot in the production."—*N. Y. World.*

Edward Peil, as Sway Wan, a Chinaman in silks, crafty, revengeful, who tops a long-standing feud with astounding cunning.

Porter Strong, as Sam Jones, just plain Georgia negro, who wants to get home but has no money.

Charles Slattery, as the Police Inspector.

Tyrone Power, the Sayer of Truths and Good Thoughts.

Morgan Wallace, the Man with the Mask, and the devilish violin.

A Noble, Splendid Picture---

"With moments of inspiration—moments only a great soul could produce."—*N. Y. Globe.*

"It has that indefinable touch that makes Griffith supreme in the motion picture world."—*N. Y. Mail.*

The Very Winds of Beauty Blow Across It

"Easily the most artistic picture which Mr. Griffith has ever made."—*N. Y. Commercial.*

"Beautiful scenes fairly swim before the delighted onlookers' eyes."—*N. Y. Telegram.*

"As full of surprises as a Christmas pudding, it is one of the artistic triumphs of the year."—*N. Y. Telegraph.*

A Quick Action Swarms to a High Suspense

"It grips the spectators—with a vitality so often lacking in motion pictures."—*N. Y. Times.*

"Holds your interest from start to finish."—*N. Y. American.*

"Too high praise cannot be given the direction and skill with which the dramatic effects are achieved."—*N. Y. Evening World.*

"Griffith's sheer genius is revealed again."—*N. Y. Telegram.*

The Story

is laid in a large city; probably London, with its fogs and mysterious streets of adventure.

It is a dramatic comedy. The players walk the dim streets, perhaps with their faces turned to the Evening Star.

Love and great dreams are there; startling action and bursts of strange adventure.

The Many Sets

More than in any picture Mr. Griffith has made.

"The sets should be the envy of any producer in this country or of any other."—*N. Y. Post.*

"Interiors have soft, elusive corners. Exteriors have the touch such as artists achieve in great paintings."—*N. Y. Telegram.*

"Again Griffth is the master at making scenes which hold the eye and command interest."—*N. Y. Times.*

"Again Griffith shows himself as the Rembrandt of the screen."—*N. Y. Journal of Commerce.*

The Photography and Music

"The witchery of the very beautiful scenes is increased by the musical scoring."—*N. Y. Globe.*

"The photography is so beautiful you wonder if you have ever seen such wonderful effects, certainly only in Mr. Griffith's pictures."—*N. Y. Tribune.*

"The scenes look as if they might have come from the brush of a Beardsley."—*N. Y. Sun.*

N.Y. Sunday Telegraph
April 24-1921

"DREAM STREET"

HAS

PROVED ITSELF A

$2 PICTURE

IN TWO CITIES ALREADY

A picture of Faith..and Hope ..and Love..it appeals to the highest decencies and cleanest longings in man. It brings a serene certainty into the hearts of the public.

"Moments of Inspiration . . . MOMENTS ONLY A GREAT SOUL COULD PRODUCE"—*says S. J. Kaufman in the N. Y. Globe.* "It is superb".

"Easily the most artistic picture which Mr. Griffith has ever made"—*N. Y. Commercial*

"It touches the heart of every beholder, for A LOVE THAT IS TRANSCENDANT animates the tale, and presents a new aspect of the greatest human emotions"—*Philadelphia Record*

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"Another Griffith to hang in the Screen's art gallery"
—*Philadelphia North American*

"AMPLY WORTH A PLACE IN THAT GALLERY WHERE 'HANGS THE BIRTH OF A NATION'"
—*Philadelphia Inquirer*

"Handsomely and artistically done, it has that indefinable touch that makes GRIFFITH SUPREME IN THE MOTION PICTURE WORLD"—*N. Y. Mail*

"Griffith's sheer genius is revealed again"—*N. Y. Telegram*

"And Dream Street HOLDS YOUR INTEREST from start to finish"—*N. Y. American*

"It grips the spectators (*Times*) and MAKES OTHER PICTURES LOOK LIKE TRASH. It is a sparkling gem, a thing of rare distinction"—*N. Y. Review*

"The scenes look as if they might have COME FROM THE BRUSH OF BEARDSLEY, and in popularity it should be a 'MAIN STREET' OF THE FILMS"—*N. Y. Sun*

"MADE UP OF HAUNTING AND LOVELY PICTURES"
N. Y. Globe

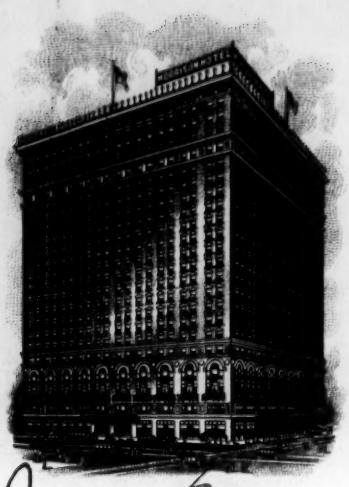
"Beautiful atmospheric scenes fairly swim before the DELIGHTED ONLOOKERS' EYES"—*N. Y. Globe*

"Here is the WITCHERY OF THE CAMERA as no one but Griffith can evoke it"—*N. Y. Telegram*

"For Griffith is THE GREATEST MOTION PICTURE DIRECTOR in the World"—*N. Y. Globe*

"Dream Street" will be released on the United Artists program.

#115c



Morrison Hotel
and Terrace Garden

OPERATED BY
MOIR HOTEL COMPANY
HARRY C. MOIR
PRESIDENT AND GENERAL MANAGER

CLARK AND MADISON STREETS

TELEPHONE
STATE 8700

CHICAGO, ILL.

April 25-1921

Dear Mr Epping,

Enclosed please find agreement which has been signed by "The Peacock Co for "Babylon" and "Mother Goose" The Law for Texas. Harry has so thoroughly thought what he will do in the event of an outright sale it was utterly impossible to get anyone interested in buying. Personally I think we will realize more in the end by allowing the Peacock Co to handle on a sharing basis as they now have more than Eleven hundred in future Texas Contracts, They also have about two hundred dollars worth of paper and supplies which they must pay for, Ship all paper and etc C.O.D. and add about 35% over the cost

Morrison Hotel
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OPERATED BY
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CLARK AND MADISON STREETS

TELEPHONE
STATE 8700

CHICAGO, ILL.

for Travelling. For the present think it best to shelve pictures in Okla May Certainly The Peacock Travelle Southern Okla out of Dallas office. Told them to solicit business in this territory, but to submit all S. Okla bookings to our N. Y. office for approval The Peacock Co is responsible May you will find some business with them quite different from Havens. I did not sign agreement as I preferred for you to read it over May if satisfactory sign same May return to Peacock Productions Inc. New Film Bldg Kansas City Mo I leave for Ohio tonight to start on Parkers Please write me c/o Victoria Theatre Steubenville Ohio to that you have done in the above matter. Kindest wishes

Yours very truly
Edward F. Moore

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
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Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

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FY LOSANGELES CALIF APR 26 1921

1190
apr 8 15 am
H. mail

D W GRIFFITH M
MAMARONECK NY.

I AM REALLY VERY ANXIOUS TO HAVE THE UNITED ARTISTS RELEASE ONE PICTURE WITH JACK NAMEDY GARRISONS FINISH WHICH I UNDERSTAND IS SO WELL KNOWN

AS A TITLE THAT IT HAS BECOME AN AMERICAN BROMIDE AND I AM GOING TO ASK YOUR ASSISTANCE IN THE MATTER STOP DOUGLAS FEELS THE SAME WAY AS IT WAS

OUR IDEA THAT IF YOU GOT A STORY AS WELL KNOWN AS GARRISON FOR LILLIAN THAT YOU COULD COUNT ON US FOR THE SAME KIND OF COOPERATION STOP I

EXPECT TO LAY OFF THIS SUMMER AFTER FINISHING FAUNTLEROY WHICH WOULD MEAN THAT JACK WOULD HAVE MY ORGANIZATION AND OF COURSE MY SUPERVISION STOP

I HAVENT APPROACHED CHARLIE ON THIS SUBJECT SIMPLY BECAUSE I THINK OUR FRIENDSHIP HAS COVERED A GREATER PERIOD OF YEARS WHICH HAS DEVELOPED AN

UNDERSTANDING AND A RESPECT STOP I SHALL APPRECIATE YOUR VIEWS BY TELEGRAPH STOP THIS CERTAINLY LOOKS LIKE A BIG YEAR FOR UNITED ARTISTS WITH YOUR DREAM STREET WHICH MR OBRIEN SAYS IS A VERY BIG PICTURE DOUGLAS DOING THE MUSKETEERS AND MY NEW PICTURE WHICH WAS PREVIEWED AT PASADENA LAST

NIGHT AND UNLESS IT IS ALL A BREAM I HAVE A VERY GOOD PICTURE TO BE FOLLOWED BY FAUNTLEROY STOP READ THAT YOU SIGNED JOHN BARRYMORE FOR MEPHISTOPHELES ACCEPT MY CONGRATULATIONS FOR THE GOOD WORK REGARDS, MARY PICKFORD

930P

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Wark Blvd

April 26th 1921.

Messrs. Zalkin & Cohen,
49 Chambers Street,
New York City.

Dear Sirs;

I am in receipt of the check for $1000.
for services rendered in re Wark Producing Corporation,
Alleged Bankrupt and wish to thank you for the same.

Very truly yours,

MD

Wark Bankruptcy

xxxxxxxxxxxx

xxxxxxxx

130 West 42nds Street.

April 26th 1921.

Mr. D.C. Muhleman,
80 Broadway,
New York City.

Dear Mr. Muhleman:

Pursuant to your request I am sending you a copy of my letter to you dated April 16th in answer to your letter of April 15th.

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"DREAM STREET"

A tip-toe byway of this teeming world of lovers.

Where Good Love and Bad Love Meet on the Common Level of Romance

D. W. GRIFFITH'S

Masterful depiction of

The Love of Two Brothers

Each for the other . . . and their love for the same girl.

A Love That

causes them to tear at each other's throat one instant . . draw to each other's bosom in another.

CENTRAL THEATRE, ***Broadway at 47th St.***

Two Shows Daily Curtains 2:30 and 8:30

Something Sensational is going to happen in connection with *"Dream Street"*.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

April 26, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, New York.

Dear Sirs:

We beg to acknowledge receipt of your check for $8,000. drawn to our order same to be applied on account of your Way Down East note.

After making the above payment there still remains a balance due of $55,235.24.

Very truly yours,

Assistant Secretary.

200
136,764.76
632352 4
8000
$55,235.24

Remittance to Gmc.

WHS/HGH
BANKING

W.P.B.

SPECIAL ATTRACTION

D. W. GRIFFITH'S MASTER PRODUCTION

Home Sweet Home

WITH AN ALL-STAR CAST

FEATURING

FROM
Wyandotte Film Supply
2834 N. High St.
COLUMBUS, OH

LILLIAN GISH
DOROTHY GISH
BLANCHE SWEET
FAY TINCHER
MAE MARSH
MARY ALDEN
MRS. CROWELL

HENRY WALTHALL
JAMES KIRKWOOD
COURTNEY FOOTE
JACK PICKFORD
OWEN MOORE
DONALD CRISPE
FRED BURNS

AND OTHERS

HOME SWEET HOME

With Its Love, Sorrow, Happiness and Romance
Produced under the personal direction of D. W. GRIFFITH

The Only Picture of Its Kind Ever Produced		An Attraction Extraordinary in Six Parts

OPERA HOUSE BUCHTEL, OHIO

ONE NIGHT ONLY—FRIDAY, FEBRUARY 25th

Admission 20 and 35c—War Tax Included

GOOD COMEDIES WILL ALSO BE SHOWN

Don't Miss This Big Attraction. **Come Early**

(C O P Y)

GUEDALLA, JACOBSON & SPYER
Solicitors

Winchester House
Old Broad Street,
London, E. C. 2

26th April 1921.

Dennis O'Brien Esq.,
1482, Broadway,
New York,
U.S.A.

My dear Mr. O'Brien,

"Pollyanna"

Herewith I enclose cutting from today's "Times", and as I am a Director for the time being of the Allied Artists Corporation Ltd., I take this opportunity of congratulating the United Artists Corporation and its President, Mr. Hiram Abrams, and particularly Miss Mary Pickford, on the wonderful success of Pollyanna.

The different papers this morning are loud in its praises, but from an English standpoint, it is a very wonderful thing for a human being in this century, to have the "Times" writing "When England can discover a Mary Pickford we shall be in a position to challenge the film supremacy of the United States".

The "Times" is not given, as everybody is aware, to undue flattery - far from it, and such a phrase would never be allowed by the Editor of the "Times" to creep into the critique of even the most eminent Film Critic, unless it met with the full approval of the editorial policy of the "Times".

Princess Beatrice went yesterday afternoon to see the film and I, myself, was determined last night to take up an hour or

two, if I could, and see it. I enjoyed it exceedingly. It needs no assurance from me for you and Miss Mary Pickford to be told that it is destined to have a very great success over here, and it is a good augury that the career of the United Artists Corporation starts in this fashion.

Personally, I think that unless Mr. Cochran and Mr. Sol Levy hold their policy about the Palace Theatre, it will be no great catch to have Films shown there.

They introduced "Pollyanna" by two or three very second rate vaudeville "turns", and the other "turn" is not very much better.

My idea of a cinema theatre is that it should show films. If they are going to put on vaudeville "turns", then in connection with first class films shown by the United Artists Corporation, I think the stipulation should be that the "turns" should be first class. I am going to discuss this matter with Mr. Berman.

We are having our second Board Meeting of the Allied Artists tomorrow, and I am going to consider with Mr. Berman what are the difficulties of stipulating a really first class production and performance of the films as sold to the Allied Artists by the United Artists.

Mr. Berman is working very hard, late and early, and I should think, has accomplished a very fine show in getting Mr. Sol Levy, at this early date, to produce "Pollyanna" as his second film at the Palace Theatre. He deserves congratulations on his efforts, and I know that he is having a great deal of trouble

D. W. GRIFFITH COLLECTION
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already with people in connection with other theatres, to break standing contracts, and to perform "Pollyanna" at early dates, leading up to similar arrangements with regard to the other films which he has in hand.

Naturally, he also has a great deal to learn with regard to what prices to charge, but only long experience and judgment can tell in such things.

He seems to be under an uneasy feeling that he could have got a good deal more out of Mr. Sol Levy had he continued negotiations, but he thought it was better to close and get "Pollyanna" put on immediately "The Dawn of the World", which was destined to be a failure, ceased to be performed at the Palace.

I expect that what he may lose on a four weeks' contract at the Palace Theatre, having regard to what he had hoped to get there, he will easily make up from other quarters. I do not recollect any film of this character being shown under such auspicious and successful circumstances from the very outset.

Mr. Berman is working under very great physical difficulties.

He has taken the second floor of the Western Import Offices in Wardour Street, so as to be in the centre of the film world, and finds it is going to take four or five weeks to convert the floor into suitable office room.

Meantime, he is being allowed to work on the ground floor in a kind of outer hall under the most uncomfortable kind of

situation imaginable.

Mr. Winik and other officials of the Western Import are doing what they can to help him, but Mr. Beaman thinks it better to establish himself under these conditions in Wardour Street, so that the Film World knows where to find him. He can carry on his correspondence from there, and I agree that it is best to carry on here, rather than to have changes of address on coming over to set up here.

By the way, in order that the Allied Artists should definitely get going, I trust that the printed form of License Agreement which I sent to you on the 6th instant, is receiving your consideration.

You have not probably had time yet to digest it, so as to write to me on the subject, but I had hoped to have had a cable from you by now as to whether it was no good at all or whether you were going to follow it, subject to such variations and improvements as may occur to you.

Personally, as the author of the document, I commend it to your very careful attention, because I think it quite suitable for use by Miss Pickford, Mr. Fairbanks, Mr. Chaplin and the other Artists.

The alterations with regard to Mr. Griffith are easy and obvious, and I think that a document of this kind will ~~xxxxxx~~ stand the test from many different quarters.

The first test, of course, is that of copyright and property.

Dennis O'Brien Esq., 26.4.21.

The second test is connected with all the difficult questions concerning the assessment of income tax in this country.

Mr. Wynn Jones and Mr. Shanks, it seems to me, are settling down to their work. Miss Lewis also, is settling down excellently. Mr. King, the Sales Manager, is getting busy and Major King, who is the Secretary, and for the time being, a Director, is also kept busy late and early by Mr. Berman.

Mr. Berman's choice, as to staff over here, seems to be an excellent one, and I shall be quite happy at my end of the matter, to help him all I can.

Of course, from the commercial end, I myself may be of no use, but I shall do my best to try and see that the organisation is efficient, and well conducted and well supported upon.

My own programme is that we should have constant Board Meetings, whether there is business or no business, to report to Mr. Abrams. Mr. Abrams is the Chairman of the Company and will receive duly all the agenda and Minutes that will be passed at Board Meetings, and the supporting accounts. If he wishes to communicate with me as a Co-Director, I shall be pleased to see that all his reasonable wishes and instructions are complied with, and I shall very much value his commercial guidance on all matters.

Mr. Berman, as his Alternate, of course, will carry out his instructions on the Board, so far as a Director can properly do so. No doubt also, as is always proper, Mr. Abrams and Mr. Berman as an Alternate, can communicate with one another, but

Dennis O'Brien Esq. 26.4.21.

I think, on matters of business, relating to the business of Allied Artists, it would always be better if information was as official as possible.

Then, of course, as soon as the necessary agreements are entered into between United and Allied Artists, there will be regular accounts going over in pursuance of the agreements, from the Allied Artists Accountancy staff to the United Artists, supported by the necessary comments, and of course, there will be the usual interchange of information.

I should think that both ought to be able to work quite smoothly, and if I may say so, I should think will turn out to be a very much better arrangement than that which you and Mr. Abrams had under discussion last Summer.

Having set matters going in this country, you no doubt are considering what to do with regard to the British Dominions as well as certain countries on the continent.

Believe me,

Yours sincerely,

F. N. Guedalla

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE TIMES,

TUESDAY, April 26,1921

MARY PICKFORD'S
NEW FILM

THE GOSPEL OF GLADNESS.

Miss Mary Pickford's new film Phollyanna, has been eagerly awaited for some months. It was shown for the first time in this country at the Palace Theatre yesterday,and will be seen in all parts of the country in about another month.

Those who feared that the overwhelming reception which the British public gave her when she came here last year might have spoilted Miss Pickford's art need have no fear. She still is without question the best comedy actress that the screen world possess, and in Pollyanna she will win a host of new admirers, among those who have not yet seen her-event at this late hour of the day we imagine that such unfortunate people do exist. For Pollyanna is a sheer delight and it gives Miss Pickford about the best part that she has had.

It is that of a child who comforts her father on his deathbed by remaining cheerful and promising to live up to the doctrine that there is always something in the world to be glad about."If our Lord took the trouble to tell us 800 times to be glad and rejoice He must want us to do it-some" in her creed,and when she goes out into life she puts it into practice on every possible occasion, even though her heart is on the point of breaking at the treatment she is receiving. Gradually she spreads her doctrine of gladness among young and old-then comes its supreme test in rescuing a little child she is knocked down by a motor-car, and for a time it looks as though she will not walk again, She is challanged by one of her own followers to find something to be glad about. Bravely she summons a smile to her face,and remarks "I'm glad I had such fun while my legs lasted". But,as the idea of a Mary Pickford film, which had an unhappy ending would be intolerable one hastens to add that eventually she is completely restored to health and strength.

Those who remember Miss Pickford when she visited England, when only the protection of her stalwarthusband and the Metropolitan police saved her from being crushed by her admirers,will best realize how easy it is for her to look the part of a child of 12, with her fair curls and smiling face. Once again she shows herself to be a perfect screen actress, both in sheer farcial incidents, like that in which she is caught in a heavy storm and is buffeted about by wind,and rain, and in more serious scenes, such as the moment when she overhears the doctors saying that she may not be able to walk again. She can convey every possible emotion with the same ease and there is never a suggestion of over-acting. When England can discover a Mary Pickford we shall be in a position to challenge the film supremacy of the United States.

April 27, 1921.

Day letter to

Miss Mary Pickford,

Care Western Union

Hollywood Calif.

Am perfectly willing for you to do this picture with Jack and hope you the best of luck with it. Of course we want to be careful not to get out too many pictures under supervision lest we lose our quality so hope you put over a good one in this. Very kindest regards.

D. W. Griffith.

Day Letter

Charged to D. W. Griffith Inc.

Form 1204.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT NEW ROCHELLE, N. Y.

36NYSY118 NL

LOSANGELES CALIF APR 27

TELEPHONE NO. 1490
TELEPHONED TO
TIME 8/15 am
BY H. TO BE mail

D W GRIFFITH

MAMARONECK NY

I CAN NOT THANK YOU ENOUGH FOR YOUR KIND TELEGRAM AND CONSENT TO JACKS PICTURE STOP AGREE WITH YOU THAT I SHOULD NOT PUT OUT TOO MANY PICTURES UNDER MY NAME BUT DO NOT INTEND PLACING MY NAME ON THIS PICTURE UNLESS BOARD OF DIRECTORS DEEM IT ADVISABLE STOP WILL REST AFTER FAUNTELROY SO IT WILL NOT BE A STRAIN ON ME STOP WE WILL BE ASSURED OF GOOD PHOTOGRAPHY AND SETS AS MY STAFF ARE TO BE WITH JACK ON THIS ONE PICTURE STOP SO GLAD TO HEAR LILLIAN IS BACK UNDER YOUR WING AGAIN HER ART IS STEADILY INCREASING WAY DOWN EAST WAS BE FAR HER BEST PERFORMANCE STOP WITH KINDEST REGARDS FROM DOUGLAS AND ME MARY 812A

April 27th, 1921.

Miss Mae Marsh,

Care Western Union

Pasadena. Calif.

Just saw the greatest performance ever seen on any screen. They are reissuing The Birth of a Nation for the Capitol and for the first time in years I saw the whole picture clear through. The best performance of which I speak is that of the Little Sister played by Miss Mae Marsh. The scrub ladies are washing the tears out of the aisle yet. This goes for everybody who saw it. Could not help telling you about it. Rose and Jimmie Mr. Banzhaf , Mr. Sutch and Miss Wiener want to get in on this. Never realized before how good it is -- meaning your performance. Kindest regards.

D. W. Griffith.

Day letter

Charge to D. W. Griffith Inc.

FIVE NASSAU STREET
NEW YORK

April 27, 1921.

D. W. Griffith, Esq.,
1476 Broadway,
New York City.

My dear Mr. Griffith:

As a stockholder of the Epoch Producing Corporation, I note with much satisfaction that the "Birth of a Nation" will be shown at the Capitol on May 1st. It is fair to assume that other theatres throughout the country will follow this lead and to my mind there is no reason why they should not do so.

Since its first showing a new generation of moving picture patrons is ready to see it and I am speaking from personal knowledge when I say the older generation wants to see it over again.

Can you give me some details about the finances of the Epoch Producing Corporation and whether you expect any further dividends to be paid. In this connection may I trouble you to please let me know whether the "Fall of Babylon" and the "Mother and the Law" are being shown and more especially whether you have sold the rights abroad. We have all become so accustomed to Griffith successes that it is hard to believe that the latter two will turn out a failure.

I also want you to know that even though you may not agree with me, I consider "Dream Street" absolutely marvelous.

Very sincerely yours,

Robert H. Haines

RHM/Y

Called attn
London

Mr. Abrams.

In view of Mr. Griffith's cable send to Press last week, do you approve the bottom part of this ad.?

Yes

4/27/21.

This ad appeared in 4 leading papers
This was

ALLIED ARTISTS CORPORATION LTD

The foundation must be sound —

Your business is built on motion pictures. Obvious, of course, but a fact to be everlastingly remembered.

Everything else is secondary to product. Sales policies vary, methods of exploitation vary, but box-office value you must have.

Claims and counter-claims, sales policies of one kind or another, pages and pages of exploitation are valuable only to the degree of the merit of the product.

Allied Artists Corporation Ltd. is building solely on this basis — the product of real stars with demonstrated and unrivalled box-office profits.

MARY PICKFORD
in
"POLLYANNA"

is being released May 23rd.

Wire or call to-day

86-88 WARDOUR ST., W. 1. *Telegrams:* Allartisco, Ox. London.

ALLIED ARTISTS CORPORATION LTD.

HIRAM ABRAMS, *Chairman.*

MARY PICKFORD
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D.W. GRIFFITH

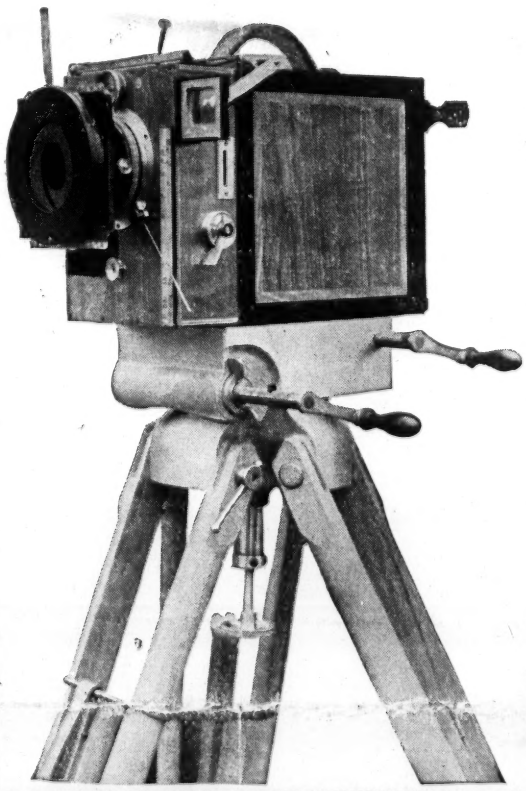
THE

De Brie "Parvo"

MEANS

BETTER WORK SAFER WORK, *QUICKER* WORK

than the next best Kine Camera. The wonderful Dissolving Shutter, giving an *absolutely automatic* fade-out, is not found on any other Camera (with one exception, costing several times the price of the "Parvo").



There are so many points on which the "Parvo" is superior, so many ways in which it makes the cameraman's work easier, quicker and better that *you ought to examine it yourself.*

We shall be happy to show it to you in detail at any time.

P & S

Pearson & Sopwith, Ltd.

Incorporating Ruffells,

8 & 9, LONG ACRE, LONDON, W.C.1

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CENTRAL TRUST COMPANY OF ILLINOIS

CAPITAL AND SURPLUS $7,000,000.

AKSEL K. BODHOLDT
TRUST OFFICER

125 WEST MONROE STREET

CHICAGO.

April 28, 1921.

Mr. Albert H. T. Banzhaf, Secretary
D. W. Griffith, Incorporated,
130 W. 42nd Street,
New York City.

Dear Sir:

We acknowledge receipt of your letter of April 26th advising us that we may issue on the order of Counselman & Company or their nominees an additional twenty-five hundred shares of Class A stock over and above that already issued on their order. We beg to say that at the close of business April 27th, we had issued 27,530 shares. Our information from Counselman & Company is that the aggregate amount to be issued by us on their order is 30,000 shares, and when we have reached that point, we will wire Mr. J. C. Epping, Treasurer, at 303 Longacre Building, Broadway and 42nd street, New York City.

Yours very truly,

Trust Officer.

D. W. GRIFFITH'S

"Will go sounding down the ages because it is so human."—*Boston Traveler*

D. W. GRIFFITH

"WAY DOWN EAST"

JACK BREHANY, *Pacific Coast Representative*

526 Holbrook Bldg. San Francisco, California Phone Sutter 3419

April 28, 1921.

Mr. A. B. Austin,
Cashier, D.W. Griffith Incorporated,
Orienta Point, Mamaroneck, N.Y.

Dear Mr. Austin:

This to acknowledge your favor of April 21st, enclosing three invoices, one for each company, namely Company "N", "O" and "P". Please be advised that I have forwarded these on to the managers of these companies, with the request that they remit to you and charge in on their current week's statement, in the event that business would justify it without them showing a loss. In that event I have requested them to hold these bills for another week.

Yours very truly,

Jack Brehany

JAB:LLJ

饑

"Hunger"

CHINA FAMINE FUND

NEW YORK CITY COMMITTEE

請助

"Please Help"

Mrs. August Belmont
Commander Evangeline Booth
Rev. Dr. Nehemiah Boynton
J. H. Burton
J. T. Bush
Mrs. Carrie Chapman Catt
Y. G. Chen
Miss Mabel Choate
George M. Cohan
Cleveland H. Dodge
John Drew
Martin Egan
Raymond D. Fosdick
Bishop Thomas F. Gailor
Dean Virginia Gildersleeve
H. T. S Green
Lloyd C. Griscom
Dr. Jeremiah W. Jenks
Rev. Huie Kin
K. C. Li
Lee B. Lok
Clarence H. Mackay
Bishop Elect William T. Manning
Mrs. C. E. Mitchell
William Fellowes Morgan
Rev. Dr. Frank Mason North
Adolph S. Ochs
Graham Patterson
Mrs. Yip Ty Pond
Mrs. W. W. Rockhill
Gen. Chas. F. Roe
Mortimer L. Schiff
Maj. Lorillard Spencer
Mrs. Willard D. Straight
Hon. Iuming C. Suez
Rev. Lee To
Frank A. Vanderlip
George E. Vincent
William E. Walsh
Albert H. Wiggin

JOSEPH HOWLAND HUNT
Chairman

St. Denis Building, BROADWAY and 11th STREET
Room 402 Stuyvesant 5460-5461

Miss Weaver

April 28, 1921.

My dear Mr. Griffith:

I have just been informed of your generous offer to donate five per cent of the gross receipts of the five Town Hall matinees of "Dream Street".

These lines to thank you in behalf of the Chinese, the New York Committee, and personally.

Sincerely yours,

Joseph Howland Hunt

P. S. I am informed that your generosity must not be made public, and therefor shall be guided accordingly.

JHH/GST

Realize 囍 *In Giving*

"Double Joy"

DWG. Personal

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 29th 1921.

Mr. Robert H. Mainzer,
5 Nassau Street,
New York City.

My dear Mr. Mainzer:

Thank you for your thoughtful favor of the 27th inst. and your appreciation of my last effort, "DREAM STREET". It certainly gives me great pleasure to count you among those who appreciate this picture.

We have authorized the exhibition of the "BIRTH OF A NATION" at the Capitol Theatre with a view of ascertaining public sentiment as to whether or not it would be advisable to reissue the picture at this time. After the first or second week we will be able to determine this matter. Of course if the picture is re-issued we expect to see further profits, and dividends will then be paid in due course.

Relative to the "FALL OF BABYLON" and "MOTHER AND THE LAW" and also the entire picture, "INTOLERANCE" I doubt very much if we will ever be able to earn enough to pay the outstanding indebtedness. Of course you know that I have voluntarily assumed to pay the certificate-holders the balance of the amount due them as per the composition agreement and possibly you are also aware that after these claims are paid the Corporation owes and will owe me considerable sums for moneys advanced to meet the outstanding claims.

As far as Foreign Rights are concerned relative to this production, the Central Countries and Russia are still open for sale, and the Corporation hopes to derive some revenue from this source, but owing to the unsettled conditions abroad I fear they will not amount to much.

Thanking you again for your kindly interest, I remain

Sincerely yours,

P.S. If you could take the time to see "WAY DOWN EAST" I would be pleased to sen you tickets with my compliments at any time.

D.W.G.

New York, April 29, 1921.

Received from WALTER N. SELIGSBERG, Receiver,

the following:

1. Agreement dated August 31, 1920, between Wark Producing Corporation and Manny Feldstein and M. A. Levy, to which are attached letter from Wark Producing Corp. to Manny Feldstein, letter from Manny Feldstein to Ed. Moore and letter from E. L. Moore to Albert L. Grey, all dated November 19, 1920.

2. Agreement dated July 8th, 1920, between Wark Producing Corporation and Minter United Amusements.

3. Agreement dated January , 1920, between Wark Producing Corporation and F. G. Wallace and Howard A. Dorr.

4. Agreement dated November 15th, 1920, between Wark Producing Corporation and Unity Photoplays Company.

5. Organization records of Wark Producing Corporation. *

6. Certified copy of certificate of incorporation of Wark Producing Corporation.

7. Memorandum of agreement, dated May 5th, 1916, between Albert H. T. Banzhaf, Wark Producing Corporation and Triangle Film Corporation.

8. Agreement dated May 10th, 1917, between Wark Producing Corporation, by William Elliot Burlock, and Emile Wertheimer.

9. Agreement dated May 30th, 1917, between Wark Producing Corporation, by William Elliot Burlock, and Emile Wertheimer, supplemental to agreement of May 10th, 1917.

10. Agreement dated June 11th, 1917, between Wark Producing Corporation, by William Elliot Burlock, and Emile Westheimer, supplemental to four agreements, two of May 10th, 1917, and two of May 30th, 1917.

11. Agreement dated March 6th, 1920, between Wark Producing Corporation and Unity Photoplays Company.

12. Agreement acknowledged May 22nd, 1919, between Wark Producing Corporation and F. Wynne Jones.

13. Agreement dated June 4th, 1920, between Wark Producing Corporation and Saenger Amusement Company.

14. Agreement dated April 25th, 1917, between Wark Producing Corporation and Westcott Film Corporation.

GRIFFITH COLLECTION
MODERN ART FILM LIBRARY

15. Agreement dated March 30th, 1917, between Wark Producing Corporation and M. Rosenberg and A. Rosenberg. (signatures typwritten)

16. Agreement dated March 13th, 1917, between Wark Producing Corporation and All Star Features Distributors. (signatures typewritten)

17. Agreement dated May 10th, 1917, between Wark Producing Corporation, by William Elliot Burlock, and Emile Wertheimer.

18. Agreement dated May 30th, 1917, between Wark Producing Corporation, by William Elliot Burlock, and Emile Wertheimer.

19. Agreement dated September 30th, 1918, between Wark Producing Corporation and Gatis and Mosco, by Constantin Potsios.

20. Stock trust certificate book.

21. Stock certificate book.

22. Stock ledger, also containing --
Assignment from C. R. Oldershaw, dated May 15th, 1916.
Receipts, as follows:
signed by A. J. Hosking, dated June 10, 1916,
signed by Charles H. Prisk, dated June 10, 1916,
signed by A. M. Detwiler, date March , 1916,
signed by Lillian D. Gish, dated June 23, 1916,
signed by Mae W. Marsh, dated June 14, 1916,
signed by C. W. Gates, dated June , 1916,
signed by Maude Wimpenny, dated May 29, 1916,
signed by Lewis J. Hampton, dated May 8, 1916.

23. Yellow carbon copy of letter dated September 15, 1920 to R. R. Roberts, re handling "The Fall of Babylon" and "The Mother and the Law".

24. Carbon copy of list of foreign and domestic rights re "Intolerance".

* Included in this heading are the following:
a-Minutes of first meeting of incorporators.
b-Minutes of directors' meetings - December 27, 1915; May 8, 1916; November 27, 1916; March 3, 1919.

c-Copy of by-laws.
d-Certificate of incorporation.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

April 29th 1921.

Recevied from D. W. Griffith Inc. payroll check # 7128 to the amount of $850.00 for week ending June 5th 1920.

Signed.

GEORGE M. REYNOLDS, Chairman Board of Directors
ARTHUR REYNOLDS, President
JOHN JAY ABBOTT, Vice-President
DAVID R. LEWIS, Vice-President
LOUIS B. CLARKE, Vice-President
HENRY C. OLCOTT, Vice-President & Mgr. Bond Dept.
JOHN A. SHANNON, Cashier
WILLIAM P. KOPF, Secretary
EVERETT R. McFADDEN, Assistant Secretary
EDMUND J. CLAUSSEN, Assistant Secretary
KINNEY SMITH, Assistant Secretary
BENJAMIN BILLS, Assistant Secretary
JOHN P. V. MURPHY, Manager Savings Dept.
D. EDWARD JONES, Assistant Manager Savings Dept.
ROBERT J. HERCOCK, Assistant Cashier
ALBERT S. MARTIN, Assistant Cashier
GEORGE ALLAN, Assistant Cashier
JOHN S. MACFERRAN, Assistant Cashier

CONTINENTAL AND COMMERCIAL TRUST AND SAVINGS BANK

CHICAGO

April 29, 1921.

Albert H. T. Banzhaf, Secretary,
D. W. Griffith, Incorporated,
130 W. 42nd Street, New York.

Dear Sir:

We are in receipt of your favor of the 26th inst., enclosing copy of your letter to the Central Trust Company of Illinois, authorizing them to issue an additional 2500 shares of Class A stock of D. W. Griffith, Incorporated, over and above that already issued.

In accordance with your request, as soon as the limit is reached, we will advise the Treasurer, Mr. J. C. Epping, Room 302 Longacre Building, New York City, by wire.

Yours very truly,

J. Claussen

Ass't. Secretary.

LCD/M

GEORGE M. REYNOLDS, Chairman Board of Directors
ARTHUR REYNOLDS, President
JOHN JAY ABBOTT, Vice-President
DAVID R. LEWIS, Vice-President
LOUIS B. CLARKE, Vice-President
HENRY C. OLCOTT, Vice-President & Mgr. Bond Dept.
JOHN A. SHANNON, Cashier
WILLIAM P. KOPF, Secretary
EVERETT R. McFADDEN, Assistant Secretary
EDMUND J. CLAUSSEN, Assistant Secretary
KINNEY SMITH, Assistant Secretary
BENJAMIN BILLS, Assistant Secretary
JOHN P. V. MURPHY, Manager Savings Dept.
D. EDWARD JONES, Assistant Manager Savings Dept.
ROBERT J. HERCOCK, Assistant Cashier
ALBERT S. MARTIN, Assistant Cashier
GEORGE ALLAN, Assistant Cashier
JOHN S. MACFERRAN, Assistant Cashier

CONTINENTAL AND COMMERCIAL TRUST AND SAVINGS BANK

CHICAGO

April 30, 1921.

Albert H. T. Banzhaf, Secretary,
D. W. Griffith, Incorporated,
130 W. 42nd Street, New York.

Dear Sir:

With reference to your letter of April 26th, to which we have sent you a previous reply acknowledging receipt, we wish to advise that according to our records there are now 27,624 shares of D. W. Griffith, Incorporated, Class A stock outstanding as of this date.

Your letter authorizes us to issue an additional 2500 shares, which will be an authorized total of 30,124 shares.

We are advised by the Central Trust Company of Illinois, Transfer Agent, that it is their intention to issue only 30,000 shares of this stock, in accordance with instructions received by them from Counselman and Company.

Kindly advise us if this is correct or if we are to register 30,124 shares in accordance with your letter of April 26th.

Yours very truly,

Secretary.

PD/M

Allied Artists Co

Form 1207

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired: OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

~~APRIL 30/21~~ 19

To

Street and No. COPY OF CABLE FROM LONDON

Place UNARTISCO NEW YORK

FIRST TRADE PAPER ADVERTISEMENTS ~~APPEARED THIS WEEK~~ EXACT COPY MOTION PICTURE NEWS NINETEENTH JULY NINETEEN WERTHEIMER THREATENS INJUNCTION FOR USE OF GRIFFITHS NAME ~~AT NO TIME HAVE WE~~ MENTIONED GRIFFITH OR HIS PRODUCTIONS PICKFORD CABLED FOR ASSISTANCE LOCATING COSTUME MAKER FOR FONTELEROY AND OTHER INFORMATION ~~SHALL~~ I ANSWER DIRECTLY PICKFORD ELEVEN THOUSAND FAIRBANKS THIRTYFIVE HUNDRED SEND ZORRO MUSIC.

ALLARTISCO.

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

D. W. GRIFFITH'S MASTERPIECE

HOME SWEET HOME

WITH AN ALL-STAR CAST

FEATURING

Lillian Gish
Dorothy Gish
Blanch Sweet
Fay Tincher
Mae Marsh
Mrs. Crowell
Mary Alden

Henry Walthall
Jas. Kirkwood
Robert Harron
Jack Pickford
Owen Moore
Donald Crispe
Spottiswood Aitken

Wyandotte Film Supply Co.,
212½ N. High St.
COLUMBUS, OHIO.

AND OTHERS

Home Sweet Home

WITH ITS LOVE, SORROW, HAPPINESS AND ROMANCE

OVER

SPECIAL ATTRACTION

D. W. GRIFFITH'S

MASTER PRODUCTION

HOME SWEET HOME

WITH AN ALL-STAR CAST

A POWERFUL PHOTO-DRAMA FOUNDED ON THE SONG THAT MOVES EVERY HUMAN HEART THROUGH-OUT THE CIVILIZED WORLD

AN ATTRACTION EXTRAORDINARY IN SIX PARTS

THE ONLY PICTURE OF ITS KIND EVER PRODUCED

STAGED AND DIRECTED BY THIS MASTER OF THE MOVIES

D. W. GRIFFITH

AT THE

LINDA THEATRE---LINDEN, OHIO

ONE NIGHT ONLY, FRI., DEC. 19TH

SPECIAL MUSIC

Admission—Children 15c, Adults 25c War Tax Included

OVER

STATE RIGHT FEATURES OUR FEATURES BRING RESULTS COMMERCIAL SERVICE

Wyandotte Film Supply Co.

218½ NORTH HIGH ST., 3RD FLOOR

BELL, MAIN 6150

COLUMBUS, OHIO, April 30/21 192

Mr. Phil.D.Angelis

% Speedy Sales Co.

New Rochelle. N.Y.

Dear Sir:-

Replying to your letter relative to the purchase of the production Home Sweet Home,this is a 6 Reel Griffith Production,with a Short Trained Elephant Educational at the Start,and a Short Western Comedy at the end to protect the Start and finish,both of which are very good and interesting subjects to go with Home Sweet Home.

The subject can be played anywhere you want to play it, and is in Good Condition with the exception of 3 of the reels are V'd some on one side,but does not effect its running,and with reasonable care and running it will last a very long time,the subject is complete with start and has a very beautiful finish,the subject is also a good one with an excellent cast of stars.

It has been a wonderful drawing attraction,and one that you can work the "Bally" on Street to good advantage if necessary.we have played it as a road attraction in this territory on per centage bookings only.

In putting on the Street Bally we usualy get a cornet player to go in machine and play the song Home Sweet Home,and Megaphone in between,with either Posters on Machine,or put the Big Banner which we have to go around the top of a Machine,and the Bally as above described is a very good Box Office winner.

We have slides,(3 to the Set) Individual Photos of the Various Stars,Original and 3 Color Block Type One and Three Sheets.newspaper cuts both large and small per Heralds herewith.

Will sell Production for $ 175.00 including all advertising matter,and also have a very good Two Reel Carter De Haven Comedy in Topsy Turvey Twins in very good Condition and a very good comedy,and complete we can sell at $ 25.00 which is a Bargain at this price.

Will ship subject to examination upon receipt of $ 25.00 Deposit for both subjects,or Home Sweet Home,and will include a good single reel comedy with Home Sweet Home if you do not care to purchase the Two Reeler.

This will make you a most excellent Road Attraction and will get the Money for you as it has done for us,as you have the Title and Large Cast of Stars with it that will draw them,and in particular when you put on this Novelty Street Bally with Cornet and Machine.

Shipment can be made you immediately,and awaiting reply

Very Truly Yours. Wyandotte Film Supply Co. S Miller

(C O P Y)

April 30, 1921.

Mr. D. W. Griffith,
c/o Mr. J. C. Epping,
D.W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We wish to advise that we have today received the following checks from the United Artists Corporation:

Check (N.Y. Exchange)		$2395.00
Check on Dominion of Can.	$462.00	
Less 11%	50.82	411.18
		$2806.18

The above amount has been applied in reduction of your loan dated May 14, 1920, to $124,658.10.

Yours very truly,

GEORGE T. SCHERZINGER

Assistant Treasurer.

66-:2

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

April 30th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		1118		
Love Flower		1342		
Romance		2750		
Broken Blossoms		6538		
Marshall Neilan		4583*		
Dream Street		9670		
Birth Of A Nation		13798		506
Lab. Tests	72			
Picture C-13			5303	5564
" U-2			9274	2248
	72	39799	14577	8318

Positive stock used

Eastman	45437
Bay State	0
Belgian	9011
	54448

Negative stock used

Eastman	8318

#115 Ar

THIS AGREEMENT, Entered into this day of April, 1921, by and between ALBERT L. GREY, of NEW YORK CITY, hereinafter called party of the first part; and THE PEACOCK PRODUCTIONS, INC., of KANSAS CITY, MISSOURI, hereinafter called party of the second part, WITNESSETH, that

WHEREAS, party of the first part grants the privilege to the said, PEACOCK PRODUCTIONS, INC., the right to exhibit The Fall of Babylon and The Mother and the Law, in the state of Texas, for one year, unless party of the first part succeeds in making an out-right sale to other parties of the above named pictures, in which event, party of the second part shall have the right to retain the prints to fill all existing unplayed contracts obtained up to time of such sale.

In consideration therefor, said party of the second part agrees to and shall pay to the party of the first part a sum of money equal to sixty per cent of the gross receipts received by it in the exhibition and display of said pictures, payable and to be paid party of the first part, monthly during the life of this contract or lease agreement; party of the second part also agrees to render to party of the first part a statement of the receipts and of the future bookings for the exhibit of said pictures, monthly, and deliver same to party of the first part at the same time, monthly remittances are made as herein provided.

#115A.

This contract expired on April 1922. Was not renewed. Territories sold to R. O'Donnell in July 1922

April 1921

It is further agreed that the party of the first part is to and shall furnish party of the second part with film prints of the above productions without cost, but the party of the second part shall pay and hereby agrees to pay said party of the first part market price of paper and accessories, plus reasonable amount for handling. Party of the second part agrees to take good and careful care of the film pictures furnished by the party of the first part, and agrees that it will not exhibit or permit same to be exhibited or shown outside of the above named state. If the party of the second part should exhibit or permit such films to be exhibited outside of the above state mentioned, without permission from party of first part, then this contract shall become null and void and at an end. Party of the second part agrees to return to party of the first part, upon the expiration of this contract or agreement, the films so furnished it by party of first part and return such films in as good a condition as when it receives same, except for general ware and tear, and if not so returned in such condition, party of second part shall pay party of first part the reasonable value thereof.

It is further provided that if default is made in the payments herein provided to be made to party of first part, then this contract and agreement may at the option of the party of the first part be declared at an end and no force and effect.

IN WITNESS WHEREOF, the party of the first part has hereunto affixed his hand and seal and the party of the second part its hand with corporate seal hereto attached, the day and year first above written.

Albert L. Grey

PEACOCK PRODUCTIONS, INC.

M R Lubin

asst Sec'y

CLASS OF SERVICE	
Telegram	
Day Letter	X
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

May 2 1921

WILLIAM P KOPF SECRETARY

CONTINENTAL & COMMERCIAL TRUST & SAVINGS BANK

CHICAGO ILLINOIS

ISSUE ONLY THIRTY THOUSAND SHARES GRIFFITH STOCK AS PER YOUR LETTER APRIL THIRTIETH

A H T BANZHAF

Charge Albert H.T. Banzhaf 26th Floor

Bush Terminal Bldg., 130 W. 42nd St.

FORM D41A 3-21-15M

Rec'd

CORPORATION TRUST COMPANY

OF AMERICA

3012-3026 DU PONT BUILDING,

WILMINGTON,

DELAWARE

The Corporation Trust Company System

15 EXCHANGE PLACE, JERSEY CITY

ORGANIZED 1892

Washington, D. C., 501 Colorado Bldg.
Portland, Me., 281 St. John Street
St. Louis, Federal Reserve Bank Bldg.
Wilmington, 3018 du Pont Bldg.
(Corporation Trust Co. of America)
Boston, 53 State Street
(Corporation Registration Company)
Chicago, 112 West Adams Street
Pittsburgh, Oliver Bldg.
Philadelphia, 1428 Land Title Bldg.
Albany . . 158 State Street
Los Angeles, Cal., 740 Title Ins. Bldg.
(The Corporation Company)

AFFILIATED WITH

THE CORPORATION TRUST COMPANY

37 WALL STREET, NEW YORK

(DUPLICATE 9/21/21)

D. W. G. Corporation (D-2066)

May 2nd, 1921.

ANNUAL STATUTORY REPRESENTATION SERVICE IN DELAWARE to	May 19th, 1922 (Special)	$	50	00
FEE AS TRANSFER AGENT to				
FEE ENTERING TRANSFERS to				
FEE AS REGISTRAR to				

DISBURSEMENTS

(ALL CHARGES PAYABLE IN ADVANCE)

WESTERN UNION CABLEGRAM

May 2 1921

OBRIEN 1482 Broadway
N.Y.

WERTHEIMER CLAIMS CONTROL GRIFFITHS PRODUCTIONS FOR ENGLAND RELEASED TO DATE IN AMERICA BY UNITED ARTISTS STOP IS THIS CORRECT STOP THREATENSS APPLY COURT RETRAIN ALLIED ARTISTS USING GRIFFITHS NAME WITHOUT FULL EXPLANATION STOP FILM BOOKING OFFICES ALSO COMPLAIN USE GRIFFITHS NAME BECAUSE EXHIBITORS MAY MISUNDERSTAND POSITION BROKEN BLOSSOMS LOVE FLOWER AND QUERY WOOD WILL COMPLAIN ABOUT ROMANCE STOP HAS ALLIED ARTISTS ANY RIGHT USE GRIFFITHS NAME AT ALL STOP GRIFFITH CABLED REQUESTING KINEMATOGRAPH WEEKLY AND BIOSCOPE DENY GRIFFITH PICTURES BEING HANDLED BY ALLIED ARTISTS STOP PAPERS PUBLISHED THAT ALBERT GREY ENROUTE TO TAKE ACTION STOP WE FEAR SIMILAR COMPLAINT ABOUT BEING MADE FOR USE CHAPLINS NAME STOP WHAT AUTHORITY HAS ALLIED ARTISTS ADVERTISE ITSELF AS REPRESENTING CHAPLIN STOP WE ASSUME NO QUESTION ABOUT ALLIED ARTISTS FULL AUTHORITY ADVERTISE REPRESENTING PICKFORD FAIRBANKS STOP INJUNCTIONS OUR COURTS OBTAINED QUICKLY STOP PUBLICITY IF WE LOSE UNDESIRABLE GUEDALLA

Bryant 2657.

130 W. 42nd Street.

May 2nd 1921.

Mr. William P. Kopf, Secretary,
Continental & Commercial Trust & Savings Bank,
Chicago, Ill.

Dear Sir:

In reply to your favors of the 29th and 30th ult. with reference to the authorization by the D.W. Griffith Incorporated to Messrs. Counselman & Co. to issue Class A stock of the former Corporation, beg to advise that your statement in that of yours of the 30th wherein you stated that it is the intention of the Central Trust Co. of Illinois, Transfer Agent, to issue only 30,000 shares of stock in accordance with instructions received by them from Counselman & Co. is correct and we have this day written to the Central Trust Co. of Illinois confirming this limitation as fixed by Counselman & Co. to issue in the aggregate of only 30,000 shares.

We also enclose herewith copy of telegram this day wired you relative to the same matter.

Very truly yours,

AHTB/CD
Enc.

Bryant 2657.

XXXX

Dwelche

Bryant 2657.

xxxxxxxxxxxxx

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130 West 42nd Street.

May 2nd 1921.

Messrs. Counselman & Co.,
112 West Adams St.,
Chicago, Ill.

Attention of Mr. Goodwillie.

Dear Mr. Goodwillie:

I am enclosing herewith copy of letters this day forwarded to the Central Trust Co. of Ill. and to the Continental & Commercial Trust & Savings Bank of Chicago, confirming your advices to them that you are authorized to transfer in the aggregate of only 30,000. shares of the Class A stock of D.W.Griffith Incorporated. When this total aggregate has been sold by your Company no further sales are to be made by you.

Thanking you for your fine co-operation in this matter and with kindest regards to yourself and Mr. Counselman, I remain

Very truly yours,

AHTB/GD

Bryant 2657.

xxxxx

xxxxxxxxxxx

130 W. 42nd St.

May 2nd 1921.

Bertron, Griscom & Co.,
40 Wall Street,
New York City.

Dear Sirs:

I am enclosing herewith copies of letters this day forwarded to the Central Trust Co. of Ill.and to the Continental & Commercial Trust & Savings Bank, both of Chicago, relative to the transfer of Class A shares of D.W.Griffith Incorporated stock,

Our understanding is that Counselman & Co. is now authorized to issue only an aggregate of 30,000 shares of stock and as soon as this amount is reached their sale of original issue of the Griffith stock will cease.

Will you kindly confirm this with us and Messrs. Counselmann & Co. in order that all records may be kept straight.

Very truly yours,

AHTB/GD

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

New File

IN-RE

May
3rd,
1921.

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

My dear Bert:

Enclosed is copy of minutes of First Meeting of directors of Allied Artists Corporation Ltd. for your files.

Sincerely yours,

DFO'B:MM

(Encl.)

DWGchm

May 2, 1921.

Mr. J.C.Epping, Treas.,
Room 302-1476 Broadway,
New York City.

Dear Sir: In re: D.W.GRIFFITH, INC.

We have received from Messrs. Counselman & Co. $170.00 covering 20 shares of Class A Stock of D.W.Griffith, Inc. at $8.50 per share, with the request that such stock be issued in the manner indicated on the copy of the request enclosed herewith.

We are crediting the commercial account of D.W.Griffith, Inc. with the sum of $169.00, balance of proceeds after deducting the cost of revenue stamps in the amount of $1.00.

Very truly yours,

LBD

Assistant Secretary.

CC to Mr.Albert H.T.Banzhaf,Secy.
130 West 42nd Street,
New York City.

THE ALLIED ARTISTS CORPORATION LIMITED

MINUTES of the first Meeting of Directors held at Winchester House, London, E. C. 2, on the 8th day of April, 1921 at 2.30 p.m.

PRESENT:-

Mr. F. M. Guedalla
Mr. A. C. Berman
Major W.J. King

1. The Solicitors reported the registration of the Company and produced the Certificate of Incorporation and reported the appointment by the Signatories of the following as first Directors of the Company:-

Mr. Hiram Abrams
Mr. Albert H.T. Banzhaf
Mr. Nathan Burkan
Mrs. Charlotte Smith
Mr. Dennis O'Brien
Mr. F. M. Guedalla
and
Major W. J. King, M.C.

2. Mr. Guedalla proposed and Major King seconded that Mr. Hiram Abrams should be and he was hereby appointed Chairman of the Board of Directors and Chairman of the Company.

3. Mr. Guedalla notified the Board of Directors that Mr. Hiram Abrams had cabled appointing Mr. Abraham Carl Berman as his alternate and had stated in the cable that he was mailing the formal appointment of

Mr. Berman in pursuance of Article 107. Mr. Berman then took his seat on the Board and Mr. Guedalla suggested that in the absence of Mr. Abrams in America Mr. Abrams being engaged partly on business of this Company Mr. Berman should be acting Chairman and take the Chair. Major King seconded and the Resolution was duly carried.

4. ALLOTMENT OF SHARES.

IT WAS RESOLVED:*

to allot to the 7 signatories one share each and to instruct the Secretary to obtain payment of same and on payment to resolve to issue to the said signatories each a fully paid certificate for one share.

In response to the written application of Mr. F.M. Guedalla resolved to allot to Mr. F.M.Guedalla and MR. A.C. Berman 7,493 shares against receipt of payment for same in fully and to issue certificates upon payment to Mr. F.M. Guedalla and Mr. A.C.Berman jointly.

With regard to all the above certificates any one director and the Secretary was authorized to sign and countersign the said certificates and to affix the seal of the Company thereto in the usual way.

5. Under Article 94 (c) leave of absence from attendance at Directors' Meetings was extended to Mr. Abrams, Mr. Banzhaf, Mr. Burkan, Mrs. Smith and Mr. O'Brien for 6 months being the maximum period allowed.

6. REGISTERED OFFICE OF THE COMPANY.

IT WAS RESOLVED:

that for the time being the registered office of the Company shall be at Winchester House, Old Broad Street in the City of London, but as soon as the Company shall have executed the Lease of the proposed premises at 86 & 88, Wardour Street the registered office shall be changed to such address and the Secretary of the Company was authorized and instructed to notify the change of address immediately at Somerset House.

7.(1) IT WAS RESOLVED:-

That the Guaranty Trust Company of New York be and they are hereby appointed Bankers to the Company and they are hereby instructed to honour the signature of any two of the following gentlemen:

Mr. Abraham Carl Berman
Mr. Frederick Wynne Jones
Mr. Earl Desmond Shanks
or
Mr. F.M. Guedalla

to all cheques, bills and other documents drawn or made payable with them, and to any order to withdraw any or all Securities, Short Bills or other property in their hands including any Box or Boxes and their contents.

That all negotiable instruments payable to the Company be endorsed for the Company by the said cashier, Mr. Earl Desmond Shanks only or by the Secretary, Major W. J. King only.

(2) IT WAS FURTHER RESOLVED:-

That an account be opened at the London, County, Westminster & Parr's Bank Ltd., Berner Street Branch in the name of the Company.

That the said Bank be and is hereby authorised to pay to the debit of such account all cheques drawn upon same and all Bills, Drafts, etc. made payable at the said Bank when signed by any two of the following gentlemen:-

Mr. Abraham Carl Berman
Mr. F Wynne Jones
Mr. Earl D Shanks
or
Mr. F. M. Guedalla

That a copy of this Resolution signed by the acting Chairman and accompanied by specimens of the signatures of the gentlemen aforesaid be forwarded to the London, County, Westminster & Parr's Bankt, Ltd.

(3) IT WAS FURTHER RESOLVED:-

That for opening the said accounts, as far as the Company itself is concerned, all cheques and negotiable instruments should be signed by Mr. Berman and Mr. Shanks, if they are available, and only in the absence of one or other of them, should Mr. Wynne Jones be invited to sign and only in the absence of or

at the express request of either of them, should Mr. Guedalla sign.

8. APPOINTMENT OF SOLICITORS.

IT WAS RESOLVED THAT:-

Messrs. Guedalla, Jacobson & Spyer of Winchester House, Old Broad Street in the City of London be and they are hereby appointed Solicitors, to the Company.

9. APPOINTMENT OF AUDITORS.

IT WAS RESOLVED:

That Messrs. Price Waterhouse & Co., of 3, Frederick's Place, Old Jewry, London E.C. be and they are here by appointed Auditors to the Company at a remuneration to be fixed by the Directors.

10. APPOINTMENT OF SECRETARY

IT WAS RESOLVED:-

That Major W. J. King M.C. be and he is hereby appointed Secretary to the Company at a remuneration to be fixed by the Acting Chairman.

The duties of Major King will be considered at a subsequent Meeting and defined.

11. APPOINTMENT OF GENERAL MANAGER.

Mr. Guedalla proposed and Major King seconded that Mr. Berman should be and hewas hereby appointed General Manager of the Company at a remuneration to be fixed herafter between Mr. Guedalla and Mr. Berman. Mr. Berman did not

vote onthis resolution but stated that he accepted the appointment.

12. APPOINTMENT OF ASSISTANT GENERAL MANAGER.

IT WAS RESOLVED THAT:-

Mr. Frederick Wynne Jones should be and he is hereby appointed Assistant General Manager at a remuneration to be fixed hereafter between Mr. Guedalla and Mr. Wynne Jones.

13. APPOINTMENT OF CASHEER.

IT WAS RESOLVED THAT:-

Mr. E. D. Shanks should be and he is hereby appointed Cashier at a remundration to be fixed hereafter between Mr. Guedalla and Mr. Shanks.

14. APPOINTMENT OF GENERAL SALES MANAGER.

IT WAS RESOLVED THAT:-

Mr. George King should be and he is hereby appointed General Sales Manager at a remuneration to be fixed hereafter between Mr. Berman and Mr. King and subject to a written agreement.

15. APPOINTMENT OF PUBLICITY MANAGER.

IT WAS RESOLVED THAT:-

Miss Leila Lewis should be and she is hereby appointed Publicity Manager at a remuneration to be fixed hereafter between Mr. Berman and Miss Lewis.

16. COMMON SEAL.

The Common Seal of the Company as per the impression shown in the margin hereof was approved and it was resolved that documents requiring the Seal of the Company shall be sealed in the presence of one Director and the Secretary or some other person appointed by the Directors.

IT WAS FURTHER RESOLVED THAT:-

The keys of the Seal be in the custody as to one thereof of Mr. Berman and as to the other of the Secretary.

17. SHARE CERTIFICATES.

The Secretary was authorised to obtain proofs of Share Certificates and to submit the same to the Solicitors and to the Chairman for approval.

18. Mr. Berman reported that he was negotiating with Mr. Winik of the Western Import Company for the use of the second floor of 86 & 88 Wardour Street on a tenancy agreement and that the solicitors of the Allied Artists and of the Western Import were in active communication with one another for the settlement thereof. The termsof the tenancy agreement were considered and it was resolved, subject to the approval of Mr. Berman and Mr. Guedalla, that any Director could execute the agreement when it

was ready for completion and such Director and Secretary were authorised to affix the seal of the Company thereto.

19. DECORATION OF PREMISES ETC.

IT WAS RESOLVED THAT:-

Mr. Berman should be and was authorised to contract for the decoration and furnishing ofthe premises at Wardour Street and put same in repair.

20. BOOKS.

The Secretary and Cashier were instructed to obtain the necessary books etc. for the carrying on of the Company's business.

21. The statutory Meeting of the Company was fixed for Thursday, the 28th April.

22. The date for the next Board Meeting was not fixed and it was resolved that the Secretary could call a Board Meeting whenever any Director instructed him so to do.

23. It was decided not to fix a date for regular Board Meetings at present.

The Secretary was instructed to call emergency Meetings whenever Mr. Berman or Mr. Guedalla may require same while the Company is in the state of commencing business.

24. It was reported by Mr. Berman that he had registered the following as the telegraphic and cable address of the Company -

"ALLARTISCO LONDON"

25. Mr. Berman was directed with the Cashier at once to consult Messrs. Price Waterhouse & Co., as to opening and keeping the books of account.

26. Mr. Guedalla laid on the table a print of the draft license for Miss Mary Pickford's films. He said that he had sent a copy thereof through Mr. Dennis O'Brien for the purpose of the United Artists considering whether the terms were suitable to them and for suggestions and modification if necessary.

Mr. Guedalla explained that whatever should be the basis for the Miss Mary Pickford films would probably do as a basis for also doing business in relation to certain productions which he mentioned of Mr. Douglas Fairbanks, Mr. D. W. Griffith and possibly Mr. Charles Chaplin.

27. With regard to the bank accounts it was resolved that £1000 was to be transferred from the Guaranty Trust to the London County Westminster and Parr's Bank Ltd., and that the account at the latter Bank was to be used for the ordinary operating expenses. Mr. Berman was requested to instruct Mr. Shanks accordingly.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

It was further resolved that with regard to gross receipts from turning any films of the company's to account the same should be paid to the Guaranty Trust not only for book-keeping purposes but because it would be through the Guaranty Trust that moneys would be remitted to New York for the Film Owners, who in fact were the vendors.

28. Mr. Berman reported ~~that~~ and it was approved that he should close a contract with Mr. Sol Levy of the Palace Theatre for the production under pre-release conditions of Miss Mary Pickford's film "Pollyanna" for 4 weeks at the Palace Theatre beginning on the 18th April 1921 on terms that Mr. Sol. Levy should guarantee the receipt by this company of at least £1500 during that period. Mr. Sol. Levy was also to account to this Company for 20 percent of the gross receipts of the Palace Theatre in excess of £2,900 weekly received by the Palace Theatre. Mr. Berman explained that this was merely the commencement or advertising arrangements. In other circumstances he would not have let the Palace Theatre have a film like "Pollyanna" for £375 a week. He stated that he was in communication with Mr. Levy with regard to the performance of the film at provincial theatres.

W. J. King
Major
Secretary Allied Artists Corp. Ltd.

1130

May 3 rd,1921.,

Mr. Lee Benoist
25 West 43 rd Street
New York City

Dear Sir,

Below please find statement showing receipts from " Dream Street" for week ending April 30 th,1921,

Week	Town	Gross	Co.Share	Expense	Loss
4/30	New York	$ 9,139.25	$ 5,139.25	$ 7,993.42	$ 2,854.17
4/30	Philadelphia	8,095.75	4,095.75	5,142.51	1,046.76
	Total	$17,235.00	$ 9,235.00	$ 13,135.93	$ 3,900.93

Very Truly Yours,

D W Griffith Inc.

Cashier.

Love Flower

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF GENERAL MANAGER

May 3, 1921

Mr. A. H. T. Banzhaf,
Bush Terminal Building,
New York, N.Y.

Dear Mr. Banzhaf:-

The operator advises me that the reason some scenes were missing from that print of THE LOVE FLOWER, is that the exhibitor in threading the machine, skipped the first title and scene rather than starting the film at the beginning. We presume it was this which caused the musical director to complain.

Yours sincerely,

Hiram Abrams
GENERAL MANAGER

HR

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

$300 for YOUR letter showing that you DO understand plays

—do you know what things are in a play that make it popular?—are you critic enough to tell your friends just what makes a play go over?
—can you tell that difference which makes one play a success and another a failure—that slight difference so difficult to point out, but which means so much?

—take "Way Down East" for example—not just because we are interested in it . . . but more because it is TODAY'S MOST STARTLING SUCCESS IN PUBLIC ENTERTAINMENT.

—here is a film play that has proved itself the most popular attraction before the public today. . . SHOWN TO MORE PEOPLE THAN ANY THREE OTHERS . . . the only film play since "The Birth of a Nation" and "Hearts of the World," that CAN SUCCESSFULLY SHOW throughout the country at $2 admissions.

—about the $300? . . . just a moment . . . for example a stage hit—the most successful stage play today . . . running nearly three years in one theater.

—yet "Way Down East" in less than a year has already shown to more than ten times as many persons as New York's greatest stage hit . . . almost to as many persons in Greater New York alone . . . 35 tremendous weeks already at the Forty-fourth Street Theater . . . two shows every day . . . larger theater . . and nine weeks of packed houses at the Crescent Theater in Brooklyn.

—and where is there even one other film play that has pleased the public enough . . . that is, EARNED THAT $2 you pay to see it . . . to continue even in this one great city AT A PROFIT?

—can you tell WHY "Way Down East" carries this appeal . . . WHY persons return to SEE IT AGAIN AND AGAIN . . . WHY in Providence it played to more paid admissions than there were people in that city . . . WHY in Pittsburgh it played 18 weeks to nearly $300,000 while the best of the stage plays remain there but one or two weeks?

—OVER 800,000 PERSONS HAVE SEEN THIS PICTURE IN GREATER NEW YORK.
—DO YOU KNOW HUMANITY WELL ENOUGH TO TELL EXACTLY WHY "WAY DOWN EAST" APPEALS TO THE MILLIONS?

—if you understand the appeal in plays WE WILL PAY YOU $300 for your trouble in analyzing this production.

—would you judge by applause? . . yet the audience applauds A KITTEN FALLING ASLEEP with the Constable and his friends on the sunny front porch!

—applauds David waltzing with his mother in the merry dance at the Bartlett home . . . GASPS AND STIFFENS when Anna meets again the man who WRUNG THE PURE DREAMS FROM HER HEART with a love that was base but charming. . . . they STAND and SHOUT, and CHEER when the tumult of the roaring ice-break shows David in the perilous rescue of his beloved . . as the critics say: "THE GREATEST THRILL EVER SEEN ON LAND OR SEA."

—IS THAT IT . . OR IS THERE SOMETHING DEEPER? Beauty? . . Of hillside and meadow, and TWILIGHT STREAMS . . the WARM HOSPITALITY of a New England home, the RICH CHARM of country life?

—gayety? . . . SLEIGH-RIDING over the MOONLIGHT ROADS . . the ROLLICKING BARN DANCES . . . DROLLERIES of quaint characters . . horseplay in ROARING MIRTH.

. . . contrasts? . . . Rural simplicity arranged against a GREAT SOCIETY SCENE, lavish ball-room, society women (real) in richest and latest fashions . . . furs . . . silks . . . jewels. Or THAT MORE RIOTOUS AND MORE SECRET SCENE . . in Sanderson's apartment . . . the old lures . . . that ancient fascination of wine, and women, and song . . . OR IS IT THAT MYSTIC QUALITY MORE DIFFICULT TO DESCRIBE . . . its great humanity . . . that thing in it which made the New York Review say of Mr. Griffith's picture . . . "THEY MAKE OTHER MEN'S PICTURES LOOK LIKE TRASH." . . . and of this picture the Boston Herald say . . . "so human it will go sounding down the corridors of Time."

—for there is acting that the best authorities declare is the FINEST THING ON STAGE OR SCREEN today.

—there is thought that has so impressed scores of ministers and moralists, they have declared it THE GREATEST MORAL LESSON ever published.

—club women say it is the GREATEST SINGLE FORCE FOR GOOD that has come to champion the cause of women.

—if you will think about it . . . if YOU will analyze this difference between the great popular success and the average attraction . . .

—if YOU will put your thoughts into a short letter . .

—WE WILL PAY YOU FOR YOUR TROUBLE $150 FOR THE BEST LETTER . . . $75 FOR THE SECOND BEST . . . $50 FOR THE THIRD . . . $25 FOR THE FOURTH.

—we have a serious interest in this offer . . . as it is our duty to serve the public . . . to GIVE to YOU some of THE THINGS THAT MOST APPEAL to YOU . . . and we can only do it by knowing what these things are.

—all letters must reach our office on or before May 20. Address

D. W. GRIFFITH, Inc.,
A. L. Grey, General Manager,
303 Longacre Building, New York

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

To understand the universal appeal, get more than your own ideas; get the opinions of a young couple, a middle aged couple, an elderly couple -- for you may be unconsciously prejudiced by personalities -- by old likes and dislikes.

Bryant 2657

xxxxxxxxxxxxxx

Wark Bkcy

130 W. 42nd Street.

May 4th 1921.

Mr. Walter N. Seligsberg,
43 Cedar Street,
New York City.

Dear Mr. Seligsberg:

Will you kindly re-deliver to me original certificates of my brother which he assigned to the two qualifying creditors in re Wark Producing Corp. matter.

Thank you for your report in re Wark--Feldstein and Levy Matter.

Very truly yours,

AHTB/GD

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

May 4, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, New York.

Dear Sirs:

We beg to acknowledge receipt of your check for $8,000. drawn to our order same to be applied on account of your Way Down East note.

After making the above payment there still remains a balance due of $47,235.24.

Very truly yours,

Assistant Secretary.

WHS/HGH
BANKING

200,000.00
144 76476
55235.24
8000.00
W.P.B.
$47,235.24
OK

"OUR TRUE INTENT IS ALL FOR YOUR DELIGHT" CAPITOL THEATRE

"LARGEST THEATRE IN THE WORLD"

CAPITOL THEATRE

MOREDALL REALTY CORPORATION - OWNER

MESSMORE KENDALL, PRESIDENT EDWARD J. BOWES, VICE PRES. & MANAGING DIRECTOR

BROADWAY - 50TH - 51ST STREETS

DIRECTORS
GEORGE ARMSBY
EDWARD J. BOWES
WILLIAM BRADEN
ROBERT W. CHAMBERS
COLEMAN DU PONT
GEORGE H. DORAN
FRANK H. HITCHCOCK
MESSMORE KENDALL

NEW YORK May4,1921.

Mr.D.W.Griffith,
303 Longacre Bldg.,
New York, N.Y.

My dear Mr.Griffith:

I have received your letter just as I was going away for a little rest.

I have transmitted the letter to my conductor requesting him to make the few changes outlined therein. I am inclined to agree with you about the clan call, but that is all.

In the first place, the overture to "The Birth of a Nation" is exactly what it was intended to be and what any overture should be --- a compilation of the thematic material to be used in the picture, which is what we have done. It may be a little long, but don't you think that it seemed so to you because of your anxiety to get to the picture and having a more than ordinary interest in the picture?

It is very difficult sometimes to get everything over the way we should like, but when you stop to consider the comparatively small length of time which we had at our disposal and the results obtained, I think it must be conceded that we have done fairly well.

It may also please you to know that the business is jumping up with tremendous strides and I have decided to keep the picture another week.

Yours very truly,

S. Rothapfel

CABLE ADDRESS "SELLEW"

LAW OFFICES OF
SELIGSBERG, LEWIS & ROTHSCHILD
43 CEDAR STREET
NEW YORK CITY

WALTER N. SELIGSBERG
CLARENCE M. LEWIS
JAY LEO ROTHSCHILD

5th May, 1921.

Mr. Albert H. T. Banzhaf,
130 West 42nd Street,
New York City.

Dear Bert:

Herewith certificates of indebtedness Nos. 188 and 189 of Wark Producing Corporation, in the name of your brother, with the assignments.

I do not suppose you need anything further.

Yours very truly,

W. N. SELIGSBERG.

WNS:EK
Encs.4
Registered

CENTRAL TRUST COMPANY OF ILLINOIS

CAPITAL AND SURPLUS $7,000,000.

AKSEL K. BODHOLDT
TRUST OFFICER

125 WEST MONROE STREET

CHICAGO,

May 5, 1921.

Mr. Albert H. T. Banzhaf,
130 West 42nd Street,
New York City

Dear Sir:

We appreciate your letter of May 2nd advising us that our interpretation as to the total amount of Class A stock of D.W.Griffith, Inc. to be issued by us on order of Messrs. Counselman & Company being 30,000 shares, is correct.

Yours very truly,

Trust Officer.

115B

Peacock Productions, Inc.

[redacted] Mgr.

Executive Offices
4th Floor Drexel Building

Tulsa, Oklahoma

May 5th, 1921

Mr. Albert L. Gray,
New York City, N. Y.

Dear Sir:

This letter will act as confirmation of contract entered into between ourselves and yourself for the distribution of "The Fall of Babylon" and "The Mother and the Law", in the state of Texas.

It is, of course, understood that we are to have the exclusive rights for exhibition of these pictures in the state of Texas for the life of our contract. I am mentioning this here for the reason that such provision seems to have been omitted.

Trusting that the relationship thus started between our company and yourself will result to our mutual advantage,

Yours very truly,

Cornelius Kolb
President.

ck-am

Bryant 2657.

xxxxxxxxxxxx

130 West 42nd Street.

May 5th 1921.

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Capt. Dennis F. O'Brien,
1485 Broadway,
New York City.

Dear Capt:

I have yours of the 3rd inst. enclosing minutes of the first meeting of the Directors of the Allied Artists Co. Lts. and I respectfully request that when you write to Mr. Guedalla you call his attention to Paragraph 26 on the second from the last page of the Minutes of said meeting and request him to put the word "possibly" before the name of Mr. Griffith so that the end of this paragraph will read as follows:

> "Mr. Guedalla explained that whatever should be the basis for the Miss Mary Pickford films would probably do for a basis for also doing business in relation to certain productions which he mentioned of Mr. Douglas Fairbanks and possibly Mr. David W. Griffith and Mr. Charles Chaplin."

I have written Grey, suggesting that he give the Allied Artists Co. Ltd. the right to handle "Dream Street" and on account of the good showing that they are making with Pollyanna I am sure he will consent to the same, and of course if "Dream Street" goes in the other Program Pictures will naturally follow.

Thanking you for forwarding these minutes to me, I remain

Very truly yours,

AHTB/GD

Boston Telegram

DAVID WARK GRIFFITH

May 5/21

David Wark Griffith is not alone the outstanding figure in the world of the cinema but he is one of the farthest-seeing and most brilliant of Americans.

He is in Boston today and his latest production, "Dream Street," is being exhibited in Boston.

Usually, the presence of a producer of moving pictures during the presentation of his films, even if the films are particularly splendid, is not an extraordinary occurrence, but when David Wark Griffith comes to Boston, the people who are awake to the times should pay more than passing attention.

There are many producers of moving pictures but there has n none, and there is none today, who has achieved the ience of Mr. Griffith.

He saw in the cinema more than a medium for fame or for- or both, for he recognized in it a medium for popular on and popular enlightenment. Through the cinema he yed no mean part in contemporary history.

r sixty years, a rift between the North and South kept this divided. This sectionalism had its deterrent effect upon ry and commerce and culture. In his famous film, "The n of a Nation," David Wark Griffith did more to heal that t, to end division, than has any other man.

He does not pander to passion. Instead, he holds before the eyes of millions a pictured book and those who read cannot but be improved.

In his newest production, "Dream Street," he has gone farther than any motion picture producer has ever gone. He has taken dry fact and made of it an appealing, entrancing story.

He transports one whose experiences and world knowledge is limited, to another continent and lets him live with the ghosts of those who have trod the most melancholy quarter of the globe; lets him follow in the footsteps of those who know how to live only when life smiled, and who found that the smile faded dismally.

Every man and every woman who realizes the importance of education, who has an earnest desire for culture and a broadened vision, should see this picture. It is no more a mere movie film than Shakepeare's masterpieces are mere books.

And when one sees "Dream Street" it will be a helpful thing to consider that the man who conceived this magnificent spectacle is a visitor within Boston's gates.

DAVID WARK GRIFFITH

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He is in Boston today and his latest production, "Dream Street," is being exhibited in Boston.

Usually, the presence of a producer of moving pictures during the presentation of his films, even if the films are particularly splendid, is not an extraordinary occurrence, but when David Wark Griffith comes to Boston, the people who are awake to the times should pay more than passing attention.

There are many producers of moving pictures but there has been none, and there is none today, who has achieved the eminence of Mr. Griffith.

He saw in the cinema more than a medium for fame or fortune, or both, for he recognized in it a medium for popular education and popular enlightenment. Through the cinema he has played no mean part in contemporary history.

For sixty years, a rift between the North and South kept this nation divided. This sectionalism had its deterrent effect upon industry and commerce and culture. In his famous film, "The Birth of a Nation," David Wark Griffith did more to heal that rift, to end division, than has any other man.

He does not pander to passion. Instead, he holds before the eyes of millions a pictured book and those who read cannot but be improved.

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Every man and every woman who realizes the importance of education, who has an earnest desire for culture and a broadened vision, should see this picture. It is no more a mere movie film than Shakespeare's masterpieces are mere books.

And when one sees "Dream Street" it will be a helpful thing to consider that the man who conceived this magnificent spectacle is a visitor within Boston's gates.

Editorial in *Boston Telegram*
Thursday, May 5th, '21.

Wark Bankley,

Bryant 2657.

XXXXXXXXXXXX XXXXXX

130 West 42nd Street.

May 6th 1921.

Mr. Walter N. Seligsberg,
43 Cedar Street,
New York City.

Dear Mr. Seligsberg:

I received your favor of the 5th inst. together with certificates of indebtedness Nos. 188 and 189 of Wark Producing Corporation, in the name of of my brother, with the assignments and thank you for the same.

Very truly yours,

AHTB/GD

Wark Bank

Bryant 2657.

xxxxxxxx

xxxxxxxxxxxxx

130 West 42nd Street.

May 6th 1921.

Mr. D.C. Muhleman,
80 Broadway,
New York City.

Dear Mr. Muhleman:

Pursuant to our conversation of yesterday, I am forwarding a letter to Mr. Zalkin, copy of which I enclose herewith relative to the Wark Corporation matter. If you do not receive these checks in due course, kindly advise me and I will see that the same is attended to.

Do not forget our engagement for Tuesday night next at this office. If possible, I wish you and Leary would arrange to have dinner with me on that evening, meeting at this office.

Very truly yours,

AHTB/GD
Enc.

Wark Bank

Bryant 2657.

xxxxxxxxxxxx

xxxxxxxx

130 West 42nd Street.

May 6th 1921.

Mr. Harry Zalkin,
51 Chambers Street,
New York City.

Dear Sir:

Mr. Muhleman requested me to ask you to deliver to his office, if you would, the referee's check for 25% and the Wark Company's check for 10% due on the certificates of indebtedness held in the name of Mr. Tallman, at which time of delivery he will deliver to your representative the certificates of indebtedness of the Wark.

If you can do this it will be greatly appreciated by both Mr. Muhleman and myself.

Very truly yours,

AHTB/CD

SUPERINTENDENT'S OFFICE

Tremont Temple

ONE HUNDRED FINE OFFICES

The Eight Best Halls in the Center of the City

CONVERSE HALL,	SEATS 2,500	MYERS HALL, -	SEATS 125
LORIMER HALL,	SEATS 700	ROOM A, - -	SEATS 40
CHIPMAN HALL,	SEATS 400	ROOM B, - -	SEATS 75
GILBERT HALL,	SEATS 225	ROOM C, - -	SEATS 40

82 Tremont Street, Boston, Mass.

TELEPHONE FORT HILL 2330

May 6, 1921.

Mr. David Wark Griffith,
303 Long Acre Building,
New York City.

My dear Mr. Griffith:

At the close of the very successful engagement of "Way Down East" at Tremont Temple, those of us who are responsible for the commercial department of this great church which fills a very unique, and we think a very helpful place in this community, felt that we owe you quite a substantial debt that could be measured only in the spirit for the confidence you placed in us in bringing what is perhaps your greatest picture production, to Tremont Temple.

And although this appreciation as I have said cannot be measured in tangible things, we do wish to exemplify our expression of it by presenting to you a little token which we trust will be an occasional reminder that our appreciation of the most profitable engagement ever brought to us did not end when the last dollar of profits was divided between us.

I had hoped it would be possible to present this little gift to you surrounded by a bit of formality, with one of our leading men here making the presentation, but Mr. Ryan seemed to think you were so busy with the "Opening", he could not get you up to the Temple.

Formal presentation then being impossible, please permit me on behalf of Tremont Temple to express the wish that this watch which we are giving you may be a friend, as we are your friends. May each tick correspond to the flash of thoughts in your mind, the first sum of which will be a second to the watch and the sum of your thoughts an idea; the sixty seconds a vision; the hour a purpose; the day a plot; the week a scenario; the month the beginning of the photograph; the year the unfolding of the completed story.

And so Mr. Griffith, as the watch is steady and unyielding in its duty, may you remain steadfast and unyielding in a determination that all you produce shall be for the betterment of your fellow-men.

Sincerely yours,

F. F. Chipman

Manager, Tremont Temple.

Allied Art.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

May
6th
1921

Mr. Albert H.T. Banzhaf
130 West 42nd Street
New York City

Dear Bert:

I have written to Mr. Guedalla requesting the change you suggested, in your letter, in the minutes of the Allied Artists Corporation, Limited.

I can state that the contract prepared by Guedalla will not be accepted by any of the artists. In fact, I cabled him repeatedly not to prepare a contract; that we will do that here. However, he has done so and had it printed, his desire being to aid as much as he was able in the income tax matter.

Sincerely yours,

DFO'B/IC

Counselman & Co.
112 West Adams Street
Chicago

May 6th, 1921.

Mr. Albert H. T. Banzhaf,
130 West 42nd St.,
New York, N. Y.

Dear Mr. Banzhaf:

After writing to you on the 4th., we received a letter from Mr. Benoist outlining the situation regarding the additional 25,000 shares of stock as he saw it.

While we feel that action was taken without regard to our existing option, the situation seems to have progressed to a point where it would perhaps be embarrassing to all of us to attempt to reconstruct it.

Therefore, so far as we are concerned, you may disregard my letter of the 4th inst.

Yours very truly,

A. L. Goodwillie

ALG:T

(C O P Y)

May 7, 1921.

Mr. D. W. Griffith,
c/o J. C. Epping,
D.W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We have today received check from the United Artists Corporation for $2370.35 and also check for $133. which has been discounted at 10½%. The proceeds of the latter check, $119.03, together with the former, have been applied in reduction of your loan to $122,168.72.

Yours very truly,

GEORGE T. SCHERZINGER

Assistant Treasurer.

66-169-2

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

May 7th 1921.

Report of work done during week...

	Tests	Releases	Samples	Negatives.
Love Flower		2594		
Romance		561		
Marshall Neilan		635		
Birth Of A Nation		426		
Dream Street		126470		
Lab. Tests	60			
Picture U-2			197	0
	60	130686	197	0

Positive Stock used

Eastman	94329
Bay State	0
Belgian	36614
	130943

Negative stock used

0

NEW YORK COMMERCIAL

New York, May 7, 1921.

OFFICE OF
THE PUBLISHER

My dear Mr. Griffith:

The dinner commemorating the 125th anniversary of the New York Commercial will be held at the Hotel Commodore on the evening of May 23rd at 8 P.M. The President and Vice-President of the United States will honor the occasion with their presence. Reception 7 to 8 P.M.

Principal Speakers

President Warren G. Harding	Justice in Commerce & Industry
Vice-President Calvin Coolidge	Law & Order
Sec'y. of Commerce Herbert Hoover	Government & Business

Chairmen of Committees

Charles E. Hughes	Honorary Chairman	General Committee
R. A. C. Smith	Chairman	General Committee
Russell R. Whitman	Chairman	Committee of Arrangements
Darwin P. Kingsley	Chairman	Reception Committee
Col. Rodman Wanamaker	Chairman	Dinner Committee
William M. Wood	Chairman	Committee Commerce and Industry
Samuel Rea	Chairman	Transportation Committee
Edgar F. Luckenbach	Chairman	Merchant Marine Committee
George W. Wickersham	Chairman	Bench & Bar Committee
Louis K. Liggett	Chairman	Honorary Guest Committee
John McE. Bowman	Chairman	Hotel Committee
R. H. Burnside	Chairman	Entertainment Committee
Victor Herbert	Chairman	Music Committee
Ralph Pulitzer	Chairman	Press Committee
Dr. W. E. Aughinbaugh	Chairman	Finance Committee
David D. Glassford	Chairman	Printing Committee
Richard E. Enright	Chairman	Police Committee
Charles H. Perry		General Secretary

From present indications the dinner will be over subscribed, therefore, the tickets will be allotted as the reservations are received. The tables are to be arranged in tens, sixes and singles. The Menu will be the most artistic ever produced.

The subscription is twenty five dollars per cover. May we ask you to send in the reservation for yourself and guests IMMEDIATELY? Time is short -- we are swamped with work.

The New York Commercial will donate all surplus revenue from the dinner to the New York Lighthouse For The Blind of which President Harding is Honorary President.

Your very earliest response will greatly facilitate matters and oblige,

Yours sincerely,

R. A. Whitman

Publisher.

Bill Board May 7-21
Page 58

Wanted to buy
MP accessories films
Carey and Alexander
Mt. Vernon Ind
want to buy motion on Fall of Babylon

RIFFITH KNOWS WHEN TO STO

uld Not Attempt to Put Shakespeare on the Screen but Would Li to Show the Quest of the Holy Grail

By HELEN BISHOP

ALKING with D. W. Griffith is much like trying to juggle with veral balls at once, and keep them all the air. His rapid-fire brain takes up subject, covers it, tosses it aside and on to the next topic while his listener struggles to keep up with him. Trying to talk to him—for publication, I mean—at a large dinner party is like trying to keep the balls in the air in the midst of a three-ring circus—distracting ut exhilarating, to say the least.

The experience fell to my lot one ight last week when he was in Boston, for the opening of "Dream Street." After having come over from New York on the midnight train Tuesday; spending all day Wednesday in trying out he screen and rehearsing the orchestra at the Majestic Theatre, Mr. Griffith's idea of relaxation was to entertain 20 people at dinner. It was not a formal affair; we took our seats without formal placing—and for once in her life, fate was kind to the least of newspaper women. Humbly, I took a place near what I thought was the foot of the table, and it turned out to be the seat next to the head! Hence, the opportunity to gather the following ideas.

Censorship Held the Board

Ever since Mr. Griffith first intimated that he would like to do "Faust" on the screen, it becomes the first subject in any conversation with him. The idea opens up unlimited possibilities. Furthermore, he has said that if he does the picture, John Barrymore and Lillian Gish will play the principal roles. The prospect of two such artists in the great story intrigues the imagination. So, in asking him how far his plans for the picture had gone, we came to the subject of censorship, and from the fish to the salad, censorship held the boards.

"I have had to put aside the idea for 'Faust,' at least for the time being," he said, "for two reasons. Although I wanted and asked Mr. Barrymore to play the part of Faust, and Miss Lillian Gish, Marguerite, I could not secure the only person I considered the perfect Mephisto—George Arliss, of course. However, that difficulty may be overcome.

Doubtful of Reformers

"But a greater obstacle is the looming up of this stupid national censorship. If that goes through, and the workings of a national censorship board are as narrow-minded and unreasonable as most self-conscious schemes for 'reform' are, how can I be sure that such a board would leave anything of my 'Faust,' after it had been done? I cannot afford to be a philanthropist, and to make an enormous picture, which would cost a small fortune, only to please myself. Not that I should start out with the deliberate intention of making an 'immoral' picture." He laughed, and interrupted himself. "By the way, what is an 'immoral' picture, and how much longer shall we have to link morality up with art?"

He became serious once more.

"But 'Faust' is 'Faust,'" he said, "and although no one has censored the story or the opera or the play, if the picture followed the ancient story as carefully as it should, it would necessarily be—well, rather frank. And then the censors would come along, and no matter how artistic it was, or with how much delicacy we had handled it, they might cut and slash until it would be like 'Hamlet,' with Hamlet left out. You know how much evil there is in or picture or play until a reformer comes along and points it out to

DAVID WARK GRIFFITH

"Now I hope you will understand me," he continued. "I don't object to censorship simply because I happen to be a motion picture producer; I object to the principle of the thing. I object to the principle that man seeks to limit the mental freedom of other men, although God leaves us free to pick and choose for ourselves. The whole basic principle of censorship—whether it be of the press, books, paintings, plays or moving picture—is all wrong. I think the greater part of the American public is inherently decent. If it is, then the public itself will kill anything that is flagrantly indecent. If the public isn't decent, then the country and the civilization of this country is on the toboggan, anyhow, and all the censorship and laws in the world won't save it—it wouldn't be worth saving, anyhow. A civilization only lasts as long as its own moral stamina; if our national moral stamina is so decadent that we have to prop it up by prohibitive laws and rules, we can't save it, and we don't want to.

Morality Is Individual

"In the last analysis," he continued, "the only censorship that is worth anything must be done in each individual American home. Unless the mothers and fathers watch the motion pictures to which their children go—just as our fathers and mothers watched the books we read—all the legislation in the world will do no good. As for grown up men and women—why should they not be allowed to choose for themselves? A man or woman who has a natural taste for salaciousness will satisfy it, anyway—he doesn't need to go to the movies to do so.

"Censorship and similar legislation is an attempt to graft on 'morality' to the public consciousness. Morality, to be worth anything, must come from the inner consciousness of the individual. And that sort of morality never can be generated by senators or representatives or reformers.

"And one thing more," he said, with an apologetic little smile—he is the simplest of men; "I don't want to bore you with all this. But it seems to me so unfair that, nowadays, when a young boy gets into a scrape, everyone rushes to say that he got his inspiration from the 'movies.' Thirty years ago when I was a small boy, we got into just as many scrapes. We broke windows in those days; nowadays, the young win breaker says he did it because he

Charlie Chaplin's picture, 'The K He laughed. "Of course, when I boy, the reformers blamed our you pranks to too much reading of Carter and the other heroes of youth. But I believe that in every eration, youthful scrapes are the of plain boyish 'cussedness,' and or no movies, boys will always be

Then I asked him, aside from "T what other plans or desires he h future motion pictures.

Film of the Holy Grail

"'The Quest of the Holy Grai said, eagerly, "more than anythi I think. But I suppose no one come to see it; I should be ruin would have to retire." His eyes kled. "When I get to the point I want to retire, I suppose I mig a year; do the 'Holy Grain,' a pass out of the picture. I have to direct a story based on the A legend of the Grail ever since I 'The Birth of a Nation.' After ing 'Intolerance' I gave some th a life of Our Saviour, the greate factor in right life—and righ which, as Matthew Arnold said ways on the side of the angels.' time I entertained the idea of photo-play in which the char Jesus might be offset by that leon, the two narratives runnin tailed contrast, just as we Judean, French, modern and B episodes in 'Intolerance' in suspension. But I had to gi temporarily."

"What next?" I asked, wi satiable appetite for knowled

"'The Two Orphans,' wi Gish girls. Of course it wo be acted beautifully, or it become maudlin with sen But I think they could do i

Wants to Make a R

"I should also like to do "The Sands of Dee." It entirely new production was with the old Biogra produced such a story. poet's plaintive, wall stanzas about the girl w 'call the cattle home,' her betrayal, they brou 'the cruel, crawling foam did picture material there the intimations of dra author does not complete for individual characte beauty of natural scenery little, old-fashioned two-r took the original poem an story about the girl's married artist, with an pathetic love story betw the fisher-boy interjected. only get the original pro latter part, the late K would be happy. He w he and Mae Marsh put quality of tragedy and sp acting that would be har day. If I do the picture Miss Marsh for her ori have already told her h Lee Arms, so."

Then someone down the the coffee arrived, a what he thought of Sh films. He put down hi

"Sacrilege," he said just that to put on plays into a film a marvellous lines. H get—'Night's candle jocund day stands mountain top'—int done. Let us

Which pro he

Herald May 7

Central Union Trust Co. Dream St. file

Bryant 2657

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130 West 42nd Street

May 9th 1921.

Central Union Trust Company
80 Broadway,
New York City.

Gentlemen:

We are enclosing herewith letter addressed to the United Artists Corporation which you may forward to that Corporation relative to our share of the receipts due you from said Corporation arising out of the exploitation of the photoplay "DREAM STREET"- of which photoplay your company now holds the Assignment.

This Assignment together with the Assignment now held by you of WAY DOWN EAST and that of the Travelers Insurance Company for $50,000. on the life of Mr. Griffith held by your company as collateral security to secure the payment of the note this day handed you herewith, made in the sum of $250,000. by our Corporation to the order of Mr. Griffith, which note has been duly endorsed by him.

Very truly yours,

D. W. GRIFFITH, INC.

AHTB:MD
Enc. 2

Secretary

Bryant 2657.

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130 West 42nd Street.

May 9th 1921.

United Artists Corporation,
729 Seventh Avenue,
New York City.

Gentlemen:

We hereby advise you that we have assigned our interest in the negative and positive copies of the copyrighted photoplay "DREAM STREET" to the Central Union Trust Co. of New York and we hereby authorize and direct you to mail directly to the Central Union Trust Co. of N.Y., 80 Broadway, commencing with the week ending June 11th 1921 the sum of $8,000. weekly for the following eight weeks. Thereafter you are to pay to the said Trust Company the sum of $10,000.weekly for the next succeeding nine weeks. Thereafter pay to said Trust Co. the sum of $12,000. weekly for the next succeeding eight weeks. Any sums received by you for our account in excess of said payments will be retained by you to make up deficiencies where our share of the receipts may be less than the specific sums above-mentioned. Any sums received by you prior to the week ending June 11th will be retained by you in order to liquidate the account as above specified.

All these payments are to be charged to our 80% interest in the gross receipts of the photoplay "DREAM STREET" derived from the exibition in the United States and to our 70% of gross receipts derived from the exhibition in Canada.

This order is irrevocable by us and we hereby waive all claims against you arising out of the payments so made to the Central Union Trust Company.

Very truly yours,

D. W. GRIFFITH, INCORPORATED

AHTB/MB/CD

Secretary.

Dues notes Income Tax

Bryant 2657.

xxxxxxxxxxx xxxxxxxxx

130 West 42nd St.

May 10th 1921.

Comptroller of State of New York,
State Income Tax Bureau,
120 Broadway,
New York City.

Dear Sir:

Under date of April 14th we mailed you non-resident tax statement of Mr. David W. Griffith and through an oversight the enclosed schedules C and B were omitted therefrom.

Will you kindly have these attached to said statement, and oblige

Very truly yours,

AHTB/GD
Enc.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

Guedalla Corp.

IN-RE "POLLYANNA"

May
11th
1921

Mr. Albert H.T. Banzhaf
130 West 42nd Street
New York City

My dear Bert:

Enclosed please find copy of letter received from Mr. Guedalla, together with a clipping from the London "Times", concerning "POLLYANNA", the contents of which I know will please you.

Sincerely yours,

Dennis F. O'Brien

DFO'B/IC

(Enc)

CHARLES SCHWARTZ
LOUIS D. FROHLICH
HUGO VOGT

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

Two Orphans

May 11, 1921

Albert H. T. Banzhaf, Esq.,
130 W. 42nd Street,
New York City

Dear Mr. Banzhaf:

I am enclosing herewith two copies of agreement between Mrs. Stevenson and Mr. Griffith with respect to the "Two Orphans", both copies signed by Mrs. Stevenson.

Will you please have Mr. Griffith sign one of the copies and return to me for delivery to Mrs. Stevenson.

Mrs. Stevenson has promised to bring to me tomorrow, the miscellaneous papers that she has, relating to the copyright of the play. As soon as I receive them and receive also the search from the Copyright Office showing the status of the play and the records of the Copyright Office, I will prepare a formal bill of sale for execution by Mrs. Stevenson and by Mr. Griffith.

Yours very sincerely,

Nathan Burkan

CS:HL

Encs.

A G R E E M E N T made this 11th day of May, 1921, between KATE E. STEVENSON and DAVID W. GRIFFITH, as follows:

1. Stevenson agrees to sell to Griffith her entire right, title and interest in and to the motion picture rights in the work, entitled "THE TWO ORPHANS", including all of her right, title and interest in the motion picture rights in the so-called N. Hart Jackson version of such play, and including all of her motion picture rights acquired under the renewal of copyright in such N. Hart Jackson version.

In the event upon the expiration of such renewal of copyright in the year 1931, Stevenson, or her legal representatives or heirs, shall be entitled by statute to secure a further extension or renewal of such copyright in such N. Hart Jackson version, then any such further renewal or extension of copyright shall be her sole property and Griffith's rights granted to him hereunder shall from and after such date (on or about February 1st, 1931) terminate.

2. Griffith agrees to pay to Stevenson for such rights, the sum of Ten Thousand ($10,000.00) Dollars, as follows:

$5,000.00 upon receipt by him of a formal bill of sale of such rights executed by Stevenson;

$5,000.00 on January 2nd, 1922.

3. Stevenson represents that she is now the sole and absolute owner of the renewal of copyright procured in the said abovementioned N. Hart Jackson version of such play, and that such renewal of copyright does not expire until the year 1931.

4. The name of Kate Claxton shall be announced on the film itself and in the advertising matter issued by Griffith, in connection with such film.

IN WITNESS WHEREOF,- the parties hereto have hereunto set their hands and seals the day and year first above written.

Kate E. Stevenson (L. S.)

D. W. Griffith (L. S.)

CUJ.
WDGrS.
Not file.
97.2

DAVID W. GRIFFITH

D. W. GRIFFITH, INCORPORATED

- and -

CENTRAL UNION TRUST COMPANY OF NEW YORK

AGREEMENT.

Dated, May 11 1921.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AGREEMENT made this 11th day of May, 1921, by and between DAVID W. GRIFFITH, of the Village of Mamaroneck, County of Westchester, New York, first party, D. W. GRIFFITH, INCORPORATED a New York Corporation, second party, - and - CENTRAL UNION TRUST COMPANY OF NEW YORK, a New York corporation, with an office at No. 80 Broadway, New York City, third party; WITNESSETH:

The first party is the owner of a certain promissory note of the second party, dated May 11, 1921, in the sum of Two Hundred Fifty Thousand Dollars ($250,000), with interest, payable on demand, to the order of the first party, and endorsed by the first party, for which he has paid good and valuable consideration to the second party; and the first party has applied to the third party for a loan in the sum of Two Hundred Fifty Thousand Dollars ($250,000) upon the said note, and the payment of the face amount thereof by the third party to the second party.

The second party is the owner, subject to prior assignment to the third party hereto, of the negative and positive films of certain photoplays known as "WAY DOWN EAST" and "DREAM STREET", and also all of the royalties and moneys due or to become due from the sale or exhibition thereof, and has heretofore assigned its right, title and interest in and to the said negative and positive films to the third party hereto, by instruments in writing dated June 24, 1920 and March 15, 1921; and is also the owner of certain "Dorothy Gish Productions" as referred to and assigned to the third party hereto in the said agreement of June 24, 1920;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and

in consideration of the sum of One Dollar ($1.00) lawful money, by each of the parties hereto, to the other in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable considerations, the parties hereto agree as follows:

FIRST: The third party agrees to lend to the second party the sum of Two Hundred Fifty Thousand Dollars ($250,000) on demand, as evidenced by the note of the second party to the order of the first party, and endorsed by the first party, and to pay to the second party the proceeds thereof.

SECOND: The first and second parties hereto, as security for the said discount and payment of the said note, hereby sell, assign, transfer and set over to the third party, all of their right, title and interest in and to the motion picture negative and positive prints thereof, of the picture known as "WAY DOWN EAST", over the entire world, and all sum or sums of money now due or to grow due upon the contracts covering the leasing or distribution of the said picture now had or hereafter to be had with the United Artists Corporation in the United States and Canada or with any other person, firm or corporation for contracts other than in the United States and Canada. This assignment is subject to the contract, if any, heretofore made by the first party with the United Artists Corporation for the release of such picture in the United States and Canada; and the first and second parties do hereby give to said third party, its successors and assigns, full power and authority for its own use and benefit to ask, demand, collect, compound and give acquittance for the same, or

any part thereof, and in their name or otherwise to prosecute and withdraw any suit or proceeding at law or in equity therefor. The first and second parties represent that they will as Trustees for the third party hold the aforesaid picture negative and positive prints thereof hereinbefore described and do further hereby authorize said United Artists Corporation, as Trustee for the third party hereto, to collect the sum or sums of money due or to grow due on account of the leasing or exhibition of said photoplay, pursuant to the contracts if any now had or to be had with the United Artists Corporation in the United States and Canada or from any other person, firm or corporation relating to receipts received from the exhibition or release of said photoplay in foreign territory and the first party hereby authorizes said United Artists Corporation as Trustee, as aforesaid, to deliver and pay the same to the third party hereto, until such time as the aforesaid loan or any subsequent loans which the said third party might make to the first and second parties, is fully liquidated.

AND, the first and second parties hereto, as security for the said discount and payment of the said note, hereby sell, assign, transfer and set over to the third party, all of their right, title and interest in and to the motion picture negative and positive prints thereof, of the picture known as "DREAM STREET", over the entire world, and all sum or sums of money now due or to grow due upon the contracts covering the leasing or distribution of the said picture now had or hereafter to be had with the United Artists Corporation in the United States and Canada or with any other person, firm or corporation, for contracts other than in the United States and Canada. This assign-

ment is subject to the contract made by the first party with the United Artists Corporation for the release of such picture in the United States and Canada; and the first and second parties do hereby give to said third party, its successors and assigns, full power and authority for its own use and benefit to ask, demand, collect, compound and give acquittance for the same, or any part thereof, and in their name or otherwise to prosecute and withdraw any suit or proceeding at law or in equity therefor. The first and second parties represent that they will as Trustees for the third party hold the aforesaid picture negative and positive prints thereof hereinbefore described, and do further hereby authorize said United Artists Corporation, as Trustee for the third party hereto, to collect the sum or sums of money due or to grow due on account of the leasing or exhibition of said photoplay, pursuant to the contracts now had or to be had with the United Artists Corporation in the United States and Canada or from any other person, firm or corporation relating to receipts received from the exhibition or release of said photoplay in foreign territory and the first party hereby authorizes said United Artists Corporation as Trustee, as aforesaid, to deliver and pay the same to the third party hereto, until such time as the aforesaid loan or any subsequent loans which the said third party might made to the first and second parties, is fully liquidated.

THIRD: The first and second parties hereby sell, assign, transfer and set over unto the third party, its successors and assigns, to its own proper use and benefit, all of the right, title and interest of the first and second parties in and to the motion picture photoplays known as the "Dorothy Gish Series"

as aforesaid, for the entire world and all sum or sums of money now due or to grow due to the first and second parties from contracts covering the leasing or distribution of said pictures had or to be had through the Famous Players-Lasky Corporation throughout the entire world pursuant and subject to the terms of the contract had by and between the first party hereto and the Famous Players-Lasky Corporation, a copy of which is hereto annexed and made a part hereof. This assignment is subject to the aforesaid contract with the Famous Players-Lasky Corporation for the release of such pictures throughout the entire world, and the first and second parties do hereby give to the third party, its successors and assigns, full power and authority for its own use and benefit to ask, demand, collect, compound and give acquittance for the same or any part thereof and in the name of the first and second parties and otherwise to prosecute and withdraw any suit or proceeding at law or in equity therefor. A copy of the agreement of February 5, 1919 between David W. Griffith and United Artists Corporation, is annexed hereto, marked Exhibit A and made a part of this agreement. A copy of the agreement dated June 8, 1918 between David W. Griffith and Famous Players-Lasky Corporation, is annexed hereto, marked Exhibit B and made a part of this agreement.

FOURTH: The second party represents that it will as trustee for the third party, collect and pay over forthwith to the third party, all the sum or sums of money due or to grow due by reason of said contract with the Famous Players-Lasky Corporation and the United Artists Corporation, or with any other persons, firms or corporations.

FIFTH: The second party further represents that there are no liens or assignments of any nature or description against the said agreements or contracts, or any of the proceeds thereof due, or to become due, except as hereinbefore set forth.

SIXTH: The first and/or the second party agrees to deliver to the third party forthwith a negative of each of the Dorothy Gish Pictures, and the pictures "WAY DOWN EAST" and "DREAM STREET", and to insure the same against loss by fire, theft or destruction, in a sum sufficient to liquidate the amount of the aforementioned note, with interest.

SEVENTH: The first party agrees that he will within ten (10) days after the signing of this agreement, obtain insurance on his life in the sum of at least $150,000. payable to the third party, as its interest may appear, and pay the premiums thereon as and when the same become due and payable, and that he will deliver the said policy of insurance to the third party.

EIGHTH: The first and second parties agree that they will at no time mortgage or pledge or place any lien upon or permit any claim to be made against any of the pictures or property referred to herein, and will not part with the possession thereof without the consent of the third party first had and obtained.

NINTH: The second party further agrees that upon the signing of this agreement, it will pay to the third party all sums of money which are now due the third party from the second party and/or the first party, and that commencing with the week ending June 4, 1921, will pay to the third party an average of $10,000. weekly for the ensuing eight (8) weeks; and that

thereafter it will pay to the third party the sum of at least an average of $12,000. weekly for each week thereafter, until the full amount of the indebtedness herein created, with interest is paid to the third party. The first party guarantees the payments by the second party to the third party as herein set forth.

TENTH: The agreement between D.W. Griffith, Inc. and Central Union Trust Company of New York, dated March 15, 1921, and the agreement between David W. Griffith and Central Union Trust Company of New York, dated June 24, 1920, together with all the terms and provisions thereof, shall apply to the terms and provisions of this agreement insofar as the security afforded thereby to the third party, is concerned or in any way affected.

ELEVENTH: This agreement shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the first party has hereunto set his hand and seal, and the second and third parties have caused these presents to be signed by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed, all on the day and year first above written.

D W Griffith (LS)

Attest:

Albert W Barnhart
Secretary.

D. W. GRIFFITH, INCORPORATED,

By [illegible] Treasurer

CENTRAL UNION TRUST COMPANY OF NEW YORK

Attest:

N Hannam
Secretary

By [illegible]
Vice-President.

STATE OF NEW YORK
COUNTY OF NEW YORK SS:

On this 11th day of May, 1921, before me personally came DAVID W. GRIFFITH, to me known and known to me to be the individual mentioned in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Gertrude Denneen.

Notary Public, Kings County,
Clerk's No. 272, Register's No. 3097
Certificate filed in New York County
Clerk's No. 253, Register's No. 3206
Commission Expires March 30. 1923

STATE OF NEW YORK
COUNTY OF NEW YORK SS:

On this 11th day of May, 1921, before me personally came J. C. Epping, to me personally known, who being by me duly sworn, did depose and say: That he resides in New York City; that he is the Treasurer of D. W. GRIFFITH INC., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

Gertrude Denneen.

Notary Public, Kings County,
Clerk's No. 272, Register's No. 3097
Certificate filed in New York County
Clerk's No. 253, Register's No. 3206
Commission Expires March 30. 1923

STATE OF NEW YORK
COUNTY OF NEW YORK SS:

On ~~this~~ 11 day of May, 1921, before me personally came F. J. Leary, to me personally known, who being by me duly sworn, did depose and say that he resides in Brooklyn, New York; that he is a Vice-President of CENTRAL UNION TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation, and that he signed his name thereto by like authority.

M. Leal

NOTARY PUBLIC, KINGS COUNTY NO. 170
KINGS COUNTY REGISTERS NO. 2100
CERTIFICATE FILED IN NEW YORK COUNTY NO. 424
NEW YORK COUNTY REGISTER'S NO. 2388

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

97.2

May 11th 1921.

Central Union Trust Company,
80 Broadway,
New York City.

Gentlemen:

Relative to the demand note dated May 11th 1921 this day handed to you, made by the D. W. Griffith, Incorporated to my order and which I have duly endorsed pursuant to the terms of the Contract this day entered into with your Corporation for a loan of $250,000., I beg to advise that I hereby waive any and all defences which I may have arising out of the fact that your Corporation may accept partial payments from time to time on account of said note as provided for by the terms of said Contract.

Very truly yours,

AHTB:MD

97.2

NEW YORK, May 11, 1921.

D. W. GRIFFITH, INCORPORATED

TO LARKIN, RATHBONE & PERRY, DR.

No. 80 BROADWAY

872 872 To Professional Services as follows:

		To all services in re agreement for loan on "WAY DOWN EAST" and "DREAM STREET"	350	00

a

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

W D E & Dreamsh, Foreign

CABLE

COPY OF

CABLE [redacted] UNION CABLE

TELEGRAM

May 12th 1921

ALBERT L GREY

HOTEL SAVOY

LONDON ENGLAND

ACCEPT NO OFFERS FOR PICTURES WITHOUT FIRST SUBMITTING TERMS TO ME FOR APPROVAL SEE CRISP OFFER GOOD PART MY PICTURE ADVISE

D W GRIFFITH

charge D.W.Griffith Incorporated, 1476 Broadway
3rd Floor.

May 12, 1921.

Mr. W. T. Whitehead,
64 Hasbrouck Street,
Newburgh, N.Y.

Dear Mr. Whitehead;

Mr. Griffith has been out of the city attending to the different openings of DREAM STREET, and otherwise very busy for the last six weeks -- which is our only excuse for not having replied to your letter of March 24th sooner.

Mr. Griffith desires me to say that you have his permission to use this article, but ~~does~~ did not make any comment on the same.

Regretting exceedingly this delay, and hoping that we are not too late to be of service to you,

Very truly yours,

Secretary to Mr. Griffith.

May 12th,1921.,

Mr. Lee Benoist,
25 Westy43 rd Street
New York City.

Dear Sir,

Below please find statement showing receipts from " Dream Street" for week ending May 7 th,1921.

Week	Town	Gross	Co.Share	Expense	Loss.
5/7	Philadelphia Pa.	$ 7106.25	$ 3106.25	$ 3434.57	$ 328.32
5/7	Boston Mass.	6601.56	2601.56	12833.75	10232.1
		$13,707.81	$5,707.81	$16,268.32	$10,560.

Very Truly Yours

D W Griffith Inc.

Cashier.

TELEPHONE 16 BRYANT

ADDRESS AFTER APRIL 20th, THE KLAW THEATRE BUILDING, 251-257 WEST 45th STREET, TELEPHONE BRYANT 6800

CABLE ADDRESS, MARCALONJO

MARC KLAW, PRESIDENT
ALONZO KLAW, SECRETARY
JOSEPH KLAW, TREASURER

Marc Klaw
INCORPORATED
1451 BROADWAY, NEW YORK CITY
N. W. COR. 41ST STREET

OFFICE OF JOSEPH KLAW
TO INSURE PROMPT ATTENTION
DO NOT MARK BUSINESS LETTERS "PERSONAL"

May 13th, 1921.

Mr. David Wark Griffith,
1476 Broadway,
New York City.

Dear Sir:-

My father, who is sailing for Europe, told me that he is of the opinion you would like to meet Mr. Gance. I know that Mr. Gance would like to meet you.

Would you care to name the day and hour next week when I may take you and Mr. Gance to lunch in order that you may know each other?

If you accept this invitation please let me know whether or not you speak French. I do not and therefore in the event you don't, I would like to include Mr. de Bersaucourt, a very close associate of Mr. Gance, who speaks both languages.

Very truly yours,

Joseph Klaw

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Guizots

July 4th - 1789

6 p.m.

26 Southampton St. Strand,
London, W. C. 2.

May 13, 1921.

Mr. T. R. Edwards,
Samuel French,
28 West 38th Street,
New York City.

Dear Mr. Edwards:

We have now heard from the owners of "THE TWO ORPHANS" and we think they would be willing to consider an offer of £250 for their interest in the film rights of the piece. This would only cover the British Dominions, and they could not give any guarantee of their title. As you know, the piece was adapted from the French and if your clients wish to exhibit the film on the Continent they would have to make separate arrangements with the French Authors' Society.

Yours faithfully,
SAMUEL FRENCH, LTD.
(Signed) Henry Bridgland,
Secretary

—

Bory Osso

Brokaw Bldg

—

Red Cockado

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CHARLES SCHWARTZ
LOUIS D. FROHLICH
HUGO VOGT

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

May 18, 1921

Albert H. T. Banzhaf, Esq.,
130 W. 42nd Street,
New York City

Dear Mr. Banzhaf:

With regard to the purchase of the motion picture rights by Mr. David W. Griffith from Kate Claxton of the play "The Two Orphans", I have examined my records and find that in the suit brought by me in 1915, on behalf of the Selig Polyscope Company and Mrs. Stevenson against William Fox and the Fox Film Corporation in the United States District Court for the Southern District of New York, Circuit Judge Lacombe granted a temporary injunction against William Fox and the Fox Film Corporation, enjoining them from distributing and exploiting the motion picture theretofore made by them, entitled "The Two Orphans", so long as that motion picture contained any part of the play owned by Kate Claxton, that was original to such play.

After the granting of such injunction, Mr. Fox and the Fox Film Corporation entered into an agreement with Miss Claxton and the Selig Polyscope Company, under which Mr. Fox and his company were granted a license to exploit such motion picture until the 1st of February, 1917, in consideration of a sum of money paid by Mr. Fox and the Fox Film Corporation to my clients.

The rights of the Selig Polyscope Company terminated on February 1st, 1917, Thereafter, Mr. Fox and the Fox Film Corporation procured licenses from year to year from Miss Claxton, to continue the exhibition of their picture, the last license expiring on May 31st, 1920.

Yours very truly,
Nathan Burkan

CS:HL

Two Orphans.

Bryant 2657.
xxxxxxxxx

xxxxxxxxxxxx

130 West 42nd St.

May 13th 1921.

Mr. Nathan Burkan,
1451 Broadway,
New York City.

Dear Mr. Burkan:

I am enclosing herewith copy of agreement between Kate E. Stevenson and David W. Griffith under date of May 11th 1921 relative to the motion picture rights to "TWO ORPHANS", which agreement has been signed by both parties. I have retained one for my files. As soon as you have finished your search relative to the copyright in this matter and have prepared your assignment agreement kindly advise me and I will take the matter up at once.

Please do not forget the information you were to give us relative to the Fox and Selig litigation regarding the copyright status in order that we may use this for press purposes.

Very truly yours,

AHTB/GD
Enc.

5/14/21

Mr Sibler

Cut Jack Lloyd off your Pay Roll - beginning with next week

Respectfully

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

May 14 th,1921 ,

Received from D W Griffith Inc. Payroll check # 7383
to the amount of $1000. for the week ending June 12 th,1920.

Gideon D. Healy
SIGNED

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

May 14th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		600		
Romance		4217		
Dream Street		165958		
Marshall Neilan		9368		
Lab. Mach. Tests	44			
Picture U-2			1331	
Tests	1501			1454
	1545	180143	1331	1454

Positive stock used

Eastman	133960
Bay State	0
Belgian	49059
	183019

Negative stock used

Eastman	1454

9712

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

May 14, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York, N. Y.

Dear Sir:

We are sending herewith by messenger copy of the Agreement dated May 11th, 1921 between D. W. Griffith, D. W. Griffith, Inc. and the Central Union Trust Company of New York.

Kindly acknowledge receipt of same and oblige

Very truly yours,

Assistant Treasurer

WHS/HGH
BANKING

"THE MOST SUBLIME LINEAGE IN ALL HISTORY

COMMEMORATING AND PERPETUATING AS IT DOES
THE MOST DAUNTLESS ORGANIZATION
KNOWN TO MAN."

Imperial Palace
Invisible Empire
Knights of the Ku Klux Klan
INCORPORATED
ATLANTA, GEORGIA

DEPARTMENT OF PROPAGATION

DATED AT May 16th, 1921

SEND REPLY TO P. O. Box 133,
Elizabeth, N. J.

Mr. David W. Griffith,

Mamaroneck, New York.

My dear Mr. Griffith:

You are doubtless aware that the Ku Klux Klan is contemplating the production of a photo play which will portray the activities of the present day Klan, and the things for which the organization stands.

It is the ambition of the Klan to make this production the best that has ever been presented to the American public, and with this idea firmly in our minds, we feel that you are the only logical director for such a large task. We came to this conclusion not merely due to your splendid work in the past, but also because of your known sentiments regarding the work of the Ku Klux Klan.

Of course you appreciate the fact that if certain producers should obtain the right to put on this photoplay, they might by insidious methods give it a twist which would work to the detriment of the Klan. Knowing full well the personnel of the motion picture field in general, you will readily understand our suggestion that the utmost discretion be used in discussing this matter with any one.

If possible, we would like you to meet with us in New York and talk the matter over, but if your work at present so ties you up that you cannot do so, then we would like an appointment at your studio in the very near future.

The Questionnaire recently sent you from our New York Office has not been returned as yet, and I

would suggest that if you have not already mailed it, that you send it to me rather than have it go thru the routine of the New York Office.

The writer is an Imperial Officer of the Klan, but as you can readily appreciate does not care to divulge his name at the present time.

Trusting that we will see each other in the near future, we are,

Yours for One Hundred Percent Americaism,

A. D. B.,

K. O. I. E.

KNIGHTS OF THE KU KLUX KLAN

Post Office Box 133
Elizabeth, New Jersey.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

New York Offices
Fifth Avenue and 44th St.
Cable Address "Notromco"
Madison Avenue and 60th St.
Cable Address "Guarmadis"
268 Grand Street
Cable Address "Guargrand"

Member of Federal Reserve System

Cable Address "Fidelitas"

Foreign Offices
Cable Address "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, May 16, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
c/o J. C. Epping,
D.W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We are today in receipt of the following checks from the United Artists Corporation:

Check (New York Exchange)		$2686.94
Canadian check	$280.00	
Less discount 11%	30.80	249.20
Proceeds		$2936.14

We have applied the above proceeds in reduction of your loan to $119,232.58.

Yours very truly,

Assistant Treasurer.

66-169-2

Canada 11,133.96
USA 184,633.46
195,767.42

315,000.--
195,767.42
$ 119,232.58

AGREEMENT made and entered into this 16th day of May, 1921, by and between D.W.GRIFFITH INCORPORATED, a Maryland Corporation duly organized under the laws of the State of Maryland, and duly authorized to transact business in the State of New York, party of the first part, hereinafter for convenience sake called the "Corporation", and JOSEPH SCHILDKRAUT, of the City, County and State of New York, party of the second part, hereinafter for convenience sake called the "Artist".

W I T N E S S E T H :

NOW, THEREFORE, in consideration of the sum of One ($1.00) Dollar lawful money of the United States of America by each of the parties hereto paid to the other party, receipt whereof is hereby mutually acknowledged and in further consideration of the premises, promises and covenants herein set forth, it is hereby understood and agreed as follows:

FIRST: That the Corporation hereby engages and employs the Artist for a period beginning on or about the 11th day of June, 1921 to such time as may be necessary for the Corporation to fully complete the production of a motion picture photoplay now known and entitled "THE TWO ORPHANS", and to and including a period of six (6) weeks after the first public exhibition of such photoplay in the City of New York, as a motion picture actor to act, play, pose, perform and take part in motion picture rehearsals, acts, parts, scenes, settings, roles and plays as ordered by the Corporation at the Studio or Studios of the Corporation in Mamaroneck or on designated locations, or at any other place required by the Corporation

for the agreed weekly salary of Seven hundred ($700.) Dollars per week for the period as aforesaid, which the Corporation guarantees shall be a period of not less than Twelve (12) weeks, subject, however, to the terms, conditions and reservations as hereinafter more fully provided.

SECOND: The Artist accepts said employment and promises and agrees to so act, play, pose, perform and take part in the manufacture and production of motion pictures by the Corporation as herein called for for the compensation above mentioned, as hereinafter more fully provided. The Artist shall attend daily, except Thursdays and Saturdays, or on such days when the Artist may be engaged in matinee performances on the legitimate stage, during the established working hours for the performance of his duties herein required at the Studio or Studios of the Corporation or on location or other place in this Country or abroad, and if the Artist is required to work abroad then his legitimate theatrical engagements shall cease during such period as his services may be required abroad, as may be designated by the Corporation, provided the Artist's release from such theatrical engagement can be obtained. No excuse from work, duties, or attendance at the Studio or on location, or other place as required hereby shall be good or sufficient, except it be in writing, signed by an authorized agent of the Corporation and in no event shall a written excuse be good for an absence of more than one day. Inclement weather shall be no excuse for non-attendance hereunder.

THIRD: The Artist agrees to abide by, obey and perform any and all orders, requests, communications, rules

and regulations of the Corporation. His method, manner and way of acting and performing shall at all times be conducted and carried out to the satisfaction of the Corporation as required by its President, and the Corporation agrees that during the term of this contract and on such days when the Artist's services are required to be performed at the Corporation's Studio at Mamaroneck the Corporation shall provide a motor car to convey the Artist to and from the Studio, and shall further provide the Artist with a proper dressing room at its said Mamaroneck Studio for the Artist's exclusive use while so actually employed.

FOURTH: The Artist agrees that during the life of this contract all his talents and services insofar as they apply to motion pictures shall be exclusively devoted to the use and benefit of the Corporation and he shall perform such services to the best of his ability and shall lend his best efforts, talents and assistance to the production of those motion pictures in which he takes part. It is understood and acknowledged by both parties hereto that the Artist's services, talents and abilities as a motion picture actor which the Corporation hereby contracts to use to the fullest measure in his work hereunder for the benefit of the Corporation are excellent, rare, unique, uncommon and of a peculiar and extraordinary nature and of great value to the Corporation and that these talents, services and abilities cannot be replaced by the Corporation.

FIFTH: It is further understood and agreed that during the continuance of this contract the Artist will not perform, act, play or take part in any rehearsals, plays, acts or scenes for motion pictures for any other person,

firm or corporation and he promises and agrees to and with the Corporation that he will not assist in any way, directly or indirectly, any other person, firm or corporation in the rehearsal, manufacture or production of motion pictures during the term hereof and that during the life of this contract he will not engage in the production of motion pictures except for the Corporation as provided for herein.

SIXTH: It is agreed by the parties hereto that during the term hereof all the time, services, talents and abilities and energies insofar as they relate to motion picture productions belong to the Corporation.

SEVENTH: It is further mutually understood and agreed by and between the parties hereto that the Artist herein reserves unto himself the right to perform, act, play or take part in any rehearsals, plays, acts or scenes on the legitimate stage as distinguished from that of motion picture productions, but in the City of New York only, and that nothing herein contained shall interfere with or impede the Artist's right to so take part in any or all such legitimate stage productions in the City of New York, it being distinctly understood that the terms of this contract refer only to the Artist's exclusive service for motion picture purposes, except that in the event the Corporation requires the Artist's services abroad and in that event the Artist shall discontinue his theatrical performances on the legitimate stage during such period as his services may be so required abroad , provided the Artist's release from such theatrical performance can be obtained.

EIGHTH: It is further agreed that if the Artist should break this contract and enter or threaten to enter

the employ of another to act, play or take part in the production of motion pictures, then, in that event, it is hereby agreed that the Corporation may apply to any Court of competent jurisdiction for an injunction, restraining the Artist from so acting, playing or taking part in the production of motion pictures for anyone else and the Artist hereby consents to the issuance of such an injunction and agrees not to contest the same.

NINTH: The Artist shall provide at his own expense all modern wardrobe necessary to properly dress for parts in which he may be cast as directed and instructed by the Corporation, except as otherwise agreed upon. The Corporation shall provide at its own expense all costuming for the Artist, and the Corporation shall be the sole judge as to what clothes are modern and what clothes are costuming.

TENTH: The Corporation shall not be liable to pay the Artist for any day when he may be absent on account of sickness or other disability, except on those days as hereinbefore specifically mentioned where the Artist may be engaged in matinee performances as hereinbefore provided.

ELEVENTH: The Artist agrees to render the services herein mentioned for the Corporation, its successors and assigns, and/or such firm or corporation as shall be designated by the Corporation's President and all the rights and obligations of said Corporation herein shall inure to the benefit of and be binding on its successors or assigns, and/or on any such firm or corporation that the said President of the Corporation may designate.

TWELFTH: It is further understood and agreed that the Corporation may have the privilege, and the Artist does

hereby grant to the Corporation the privilege of an option continuing this contract for a first additional period of one year, commencing at the termination of the ~~sixth~~ second week after the first public exhibition or production in New York of the photoplay now entitled "THE TWO ORPHANS", and ending on a day one year after the commencement of such further period, at a weekly salary of Seven hundred fifty ($750.) Dollars per week, payable weekly by the Corporation to the Artist upon all the terms and conditions as herein set forth, except as to the salary of $700. weekly, and provided further that if the Artist should discontinue acting on the legitimate stage and devote his entire services exclusively to the Corporation, that then, and in that event, during the further or additional term herein mentioned the Artist shall receive a weekly salary in the sum of One thousand ($1,000.) Dollars per week during the period of such exclusive employment by the Corporation, and the Corporation agrees that the Artist shall receive on an average of at least Six (6) month's employment and salary therefor as above stated during said term of one year, provided its said option be exercised.

If the Corporation desires to continue this contract for said further or additional period of one year as hereinabove provided, it shall notify the said Artist of that fact in writing at least thirty (~~30~~ 7) days before the termination of the first period or term of this contract as hereinbefore provided and by such notice this said contract shall be continued in all its terms and provisions for said additional period of one year. If said notice is not given, the Corporation shall hereby forfeit its privilege and option to so continue the life thereof.

THIRTEENTH: It is further understood and agreed that the Corporation may have the privilege, and the Artist does hereby grant to the Corporation the privilege of an option continuing this contract for a second additional period of one year for the entire and exclusive services of the Artist, commencing at the termination of the first additional period of one year, as hereinabove mentioned, and ending on a day one year after the commencement of such further period, at a weekly salary of Fifteen hundred ($1500.) Dollars per week, payable weekly by the Corporation to the Artist upon all the terms and conditions as herein set forth, except as to the salary of $1,000. weekly, and that the Artist shall not act upon the legitimate stage without the written consent of the Corporation, and the Corporation agrees that the Artist shall receive on the average of at least Six (6) month's employment and salary therefor as above stated during said term of one year, provided its said option is exercised.

If the Corporation desires to continue this contract for said further or second additional period of one year as hereinabove provided, it shall notify the said Artist of that fact in writing at least thirty (30) days before the termination of the second period or term of this contract as hereinbefore provided and by such notice this said contract shall be continued in all its terms and provisions for said second additional period of one year. If said notice is not given, the Corporation shall hereby forfeit its privilege and option to so continue the life thereof.

FOURTEENTH: In addition to the Artist's salary herein provided for, provided that the Corporation exercises its option of employment of the Artist for the first and

second additional periods of employment, it is understood and agreed that the Corporation will pay to the Artist during the first and second additional periods of employment the following percentages of its profits derived from the pictures in which the Artist is starred and featured by the Corporation. The percentages of profits are to be based upon the actual cash received by the Corporation in profits after first deducting all costs of the Corporation, including overhead charges and the Artist's salary and cost of distribution, but he shall receive no percentages whatever in pictures in which he is not starred or featured exclusively. That is to say, if there are others starred in the picture and he is merely a co-star, or if some other person is featured or starred over him, he is to receive no percentages whatever of the Corporation's profits in said picture. Said percentages above referred to are as follows:

Five (5%) percent of the Corporation's net profits in pictures in which the Artist is starred and featured during the first additional period of one year of this contract, provided the same is extended as hereiabove provided for.

Ten (10%) percent of the Corporation's net profits in pictures in which the Artist is starred and featured during the second additional period of this contract, provided the same is extended as hereinabove provided for.

Provided further that if during the said second additional period the Corporation should produce pictures in which the Artist shall be starred exclusively and which said picture shall be directed by a director other than DAVID W. GRIFFITH, then and in that event the Artist is to

receive, instead of 10% of the Corporation's net profits in pictures in which he is starred and featured, 50% of the Corporation's net profits.

FIFTEENTH: The Artist grants to the Corporation the privilege of advertising the said Artist in connection with the pictures in which he appears.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their seals the day and year first above written.

D.W.GRIFFITH INCORPORATED

By D W Griffith (L.S.)
President

Joseph Schenck (L.S.)

IN THE PRESENCE OF:

Minnie Elizabeth Webster

* * * * * * * * * * * * * * * * * *

JOSEPH SCHILDKRAUT

with

D.W.GRIFFITH INCORPORATED

* * * * * * * * * * * * * * * * * *

A G R E E M E N T

* * * * * * * * * * * * * * * * * *

DATED: May 16, 1921

Just 2 copies

DWSchne

Bryant 2657
XXXXXXXXX

XXXXXXXXXXXX

130 West 42nd Street

May 16th 1921.

Central Union Trust Company,
80 Broadway,
New York City. Att. Mr. F.J. Leary, Vice Pres.

Dear Sir:

I beg to acknowledge receipt of your favor of the 14th inst. enclosing original contract between your company, Mr. Griffith and the D. W. Griffith, Incorporated duly signed by all parties.

Very truly yours,

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

May 17 th,1921.,

Mr.Lee Benoist,
25 West 43 rd Street
New York City

Dear Sir,

Below please find statement showing receipts from "Dream Street" for week ending May 14 th,1921.

Week	Town	Gross	Co. Share	Expenses	Loss
5/14	Philadelphia Pa	$6,555.25	$2,555.25	$2,768.60	$213.35
5/14	Boston Mass.	9,680.31	5,680.31	5,831.01	150.70
	TOTAL	$ 16,235.56	$8,235.56	$8,599.61	$364.05L

Very Truly Yours,

D W Griffith Inc.

Cashier.

ALLIED ARTISTS CORPORATION, LTD. COPY

86-88 Wardour Street, W.I.

Mr. Bagnall

May
Seventeenth
1921

My dear Mr. Abrams:-

I am very happy to report to you that by the end of this week our offices will be finished and we will all be housed in our new quarters, and believe me, everybody will be happy.

Our Organization in so far as the appointment of Branch Managers is concerned, is all complete for the United Kingdom, with the following representatives:-

BIRMINGHAM. Paul Seligman, a man of about 50 years of age, having had considerable film experience and who should put that territory in good shape for us, getting us the greatest possible results there.

MANCHESTER. Charles Haigh, previously reported to you.

LEEDS. Dan E.W.Fish, a young man with considerable experience in this territory and who spent a year in America working for the Famous Lasky Company.

LIVERPOOL. Arthur Sydney, previously written you about.

NEWCASTLE. M. Middlebrook, previously written you about.

CARDIFF. John Walker, a young man with considerable experience.

GLASGOW. Miles Evergood. Also a man with a great deal of experience in the film business, but not very much experienced in Glasgow, but whom I am confident, will give us the very best possible results in this territory.

Each of these men is paid a salary of £ 20 per week, with promises of further recognition, as soon as business warrants it.

You will therefore see that we have now representation in every territory in the United Kingdom with the exception of Ireland and this territory. I expect the largest cities about 6 in number, to be taken care of by our Liverpool representative.

England is now passing through one of the most critical periods innits industrial history and with millions of men out of work(the papers say over three million) you can readily understand that business in every branch, is suffering terribly, and the motion picture business is not exempted.

Exhibitors are afraid to book owing to the depressing existing conditions and in many communities regulations have been passed prohibiting the use of Theatres only during certain hours of the day.

However, it is my opinion that the worst is about over and that the sun will soon shine and things re-adjust themselves.

The miners strike ought to be settled shortly and with its settlement, a re-adjustment of all business should take place.

When I left New York you told me that we should release a picture once every three weeks. This, I find, is an absolute and physical impossibility owing to this most critical period through which we are passing and to attempt to do this would mean a colossal failure. I am therefore laying low for a short time, in the hope that when the sun begins to shine, we will be able to hasten our releases.

While we have done fairly well under the existing conditions, I feel quite satisfied that had not the industrial situation so interfered, our reports to you of business done would have been considerably increased.

While our men have been appointed, the great difficulty confronting them now is the finding of premises and I hope to be able to have this matter settled shortly. With our men located in their own offices, with a settlement of the miners' strike, with trains running normally, the atmosphere should be cleared and our business should boom.

You may probably wonder why so many men were appointed, but I want to tell you that it is an absolute physical impossibility to carry on without them and without offices in those territories, as train service even in normal times is simply terrible and without them we could not properly carry on.

However, let's look on the bright side of things,. We are, despite all difficulties and obstacles going to be a success and I confidently feel that we will be the most successful organization in the United Kingdom, and while we are going along quite satisfactorily, we have not got our stride yet and as soon as we do, you will be as proud of our English office, as I know you are of your American office.

Smith and Cushing dropped in on me this week and I spent sometime going over with them, the things I know you wanted me to go over with them.

Smith is a charming gentleman, and looks like a real winner, and I feel quite sure he will put our French office over the top.

Cushing is a real fine fellow, full of pep and enthusiasm and in addition to taking care of the finances of your French office, should develop into a real film man in a short time as from education and training, he is well fitted for the work. I enjoyed the pleasure of meeting both of these gentlemen, and I can assure you I will co-operate with them in every respect and I know they will with me.

Albert Gray has been here and has been told by Wynne-Jones, Smith, Cushing, myself and others of our great success and I am told that he is quite interested in us. I have had but one short business talk with him since his arrival, as I felt that it was better judgment to have Wynne-Jones doing the talking.

Wynne-Jones feels quite satisfied that he has favorably impressed Gray with the soundness of our institution and of the great advantage to him to release through us.

I am told that Gray is negotiating the sale of "Way Down East" and that he will discuss with me shortly the question of "Dream Street" which, though I have not seen it, yet, should do great here.

In my short talk with Gray, he told me that under no circumstances would he consider doing anything with "Dream Street" until he finally submitted a proposition to me which I, in turn, will submit to you.

Griffith is a great card here, and should do extremely well with his pictures.

All I have asked Gray to do is to give me the chance of proving to him that I have the finest and best-selling Organization in England and that through us he will do better than through anybody else in the Kingdom.

Gray is very friendly with Wertheimer and Wertheimer is with him a great deal of the time, but I feel that he is too sensible and too practical to fall for sentiment. He looks like a fellow that wants to be shown and from Missouri, and if he gives me the chance I will show him.

Next Monday, May 23rd, is our universal release date here in the United Kingdom and our pictures begin working from then out and money will be coming in quite regularly.

For the first week, including our first run at the Palace Theatre, we should have £ 3,905 and for our second week, May 30th., £3,510, and for our third week, £1,560, so that gives you an idea of our income for the first three weeks of actual business.

We have already received on account of our $1,500 booking at the Palace Theatre, $750.

With our offices settled, Shanks' Department will be running smoothly and all other Departments as well, so that you will be receiving from them on, better reports and more regularly.

Our inadequate working quarters have made it absolutely impossible to give you more detailed reports, but Shanks has his work well in hand and as soon as we are settled everything will run quite smoothly and I feel quite certain, most satisfactory to you.

Wynne-Jones, Shanks, George King, Miss Lewis, join me in sending our best to Kenneth, Bill, Paul and the rest of the boys as well as to yourself, your family and your co-Directors.

Yours very sincerely,

A. C. Berman (Copied)

GENERAL MANAGER
ALLIED ARTISTS CORPN.LTD.

Hiram Abrams Esq.,
Chairman - Board of Directors,
Allied Artists Corporation LTD.,
729 Seventh Avenue,

NEW YORK, U.S.A.

ACB/ER

ALLIED ARTISTS CORPORATION, LTD.

86-88 Wardour Street, W.I.

COPY

BALANCE SHEET APRIL 30, 1921

ASSETS SUSPENSE & DEFICIT

Equipment	92.	13.	8			
Furniture & Fixtures	19.	18.	0			
Inventories	9.	11.	3			
Accounts Receivable Sundry	201.	18.	11			
Cash in Bank	6648.	10.	5			
Petty Cash	10.	0.	0			
	6982.	12.	3			
Suspense	952.	8.	4			
Deficit	1409.	15.	5	£ 9344.	16.	0

LIABILITIES & CAPITAL STOCK

Accounts Payable	1844.	16.	0			
Capital Stock	7500.	0.	0	£ 9344.	16.	0

ALLIED ARTISTS CORPORATION LTD. COPY

86-88 Wardour Street, W.I.

May
Seventeenth
1921

Hiram Abrams Esq.,
Chairman- Board of Directors,
Allied Artists CorpnLtd.,
729 Seventh Avenue,
NEW YORK, U.S.A.

Dear Mr Abrams,

Enclosed you will please find our first Balance Sheet up to and including April 30th, 1921.

This Balance Sheet is naturally, rather incomplete owing to the fact that we have not yet started collections and have not yet included the sales for April.

The successive Balance Sheets will reflect the conditions fully.

The detailed statements supporting the heads on the Balance Sheet will also follow.

We are not sending you any supporting vouchers because these are necessary here, at least until such time as our Auditors make their first examination.

Yours very truly,

A.C.Berman (Copied)

GENERAL MANAGER
ALLIED ARTISTS CORPORATION, LTD.

ACB/ER

Encl.

COPY

ALLIED ARTISTS CORPORATION, LTD.

86-88 Wardour Street, W.I.

MAY
Seventeenth
1921.

Hiram Abrams, Esq.
Chairman- Board of Directors,
Allied Artists Coprn.,Ltd.,
729 Seventh Avenue,
NEW YORK, U.S.A.

Dear Mr. Abrams,

I am in receipt of your cable that the United Artists Corporation has purchased Harley Knoles production "Carnival" and I want to congratulate you upon the purchase.

I believe this picture, which has been a most wonderful success in England, will be the same in America.

I have taken the matter up with Miss Lewis and she will start shooting some real stories in the papers of this country immediately .

Wishing you success in your new purchase,

I am,
Sincerely yours,

A.C.Berman. (Copied)

GENERAL MANAGER
ALLIED ARTISTS CORPN.LTD.

ACB/ER

LARKIN, RATHBONE & PERRY

CABLE ADDRESS "LAWYERLY NEW YORK"

ALBERT RATHBONE.
ADRIAN H. LARKIN.
JOHN M PERRY.
ARTHUR H. VAN BRUNT.
HENRY V. POOR.
ALBERT STICKNEY.
HERSEY EGGINTON.
NICHOLAS KELLEY.
DONALD C. MUHLEMAN.

Central Union Trust Company Building
80 Broadway, New York

May 17, 1921.

Albert H.T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf: Re: D.W. GRIFFITH Loan
(DREAM STREET)

In accordance with your request contained in your letter of the 16th inst. I enclose herewith a copy of the letter directed to United Artists Corporation relative to payment of receipts on the above photoplay, to the Trust Company.

Very truly yours,

Muhleman

Enc.
DCM/MF

COPY

May 1921.

United Artists Corporation,
729 Seventh Avenue,
New York City.

Gentlemen:

We hereby advise you that we have assigned our interest in the negative and positive copies of the copyrighted photoplay "DREAM STREET", to Central Union Trust Company of New York, and we hereby authorize and direct you to mail directly to the Central Union Trust Company of New York, No. 80 Broadway, New York City, commencing with the week ending June 4, 1921, the sum of at least $10,000. weekly for the ensuing eight (8) consecutive weeks; the sum of at least $12,000. weekly thereafter until the sum of $250,000. with interest is paid. Any sums received by you for our account, in excess of said payments, will be retained by you to make up deficiencies where our share of the receipts may be less than the specific sum above mentioned. Any sums received by you prior to the week ending June 4, 1921, will be retained by you in order to liquidate the account as above specified.

This order is irrevocable by us and we hereby waive all claims against you arising out of payments so made to the Central Union Trust Company of New York.

Very truly yours,

D. W. GRIFFITH, INCORPORATED,

Secretary.

Form 1228

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

May 18 1921

Mr. D. W ~~Griff~~ Griffith
Mamaroneck N. Y

Congratulations on the Birth - still the greatest production in the greatest theatres. It must have been a Griffith week in New York City. Understand that there were seven Broadway theatres showing Griffith pictures pictures simultaneously.

W. H. Clune.

CAPITOL THEATRE BUILDING
51st STREET AND BROADWAY
NEW YORK CITY
OFFICE OF
J. R. GRAINGER

New York City

Los Angeles

May 18,1921

Mr. D. W. Griffith
1476 Broadway
New York City

Dear D. W.:

I am leaving for California in a couple of days and I take this means of thanking you for allowing your laboratory to handle the negative on my last production.

We have never received such cooperation, and I feel sure you must have given this your personal approval, for which I am greatly indebted. If at any time our humble organization can reciprocate do not fail to call upon us.

Thanking you for past favors, and hoping for the resumption of our association upon our return, I remain

Sincerely yours

Marshall Neilan

MAN:L

Form 2903 B

CLASS OF SERVICE DESIRED	
Full Rate	
Half Rate Deferred	
Cable Letter	
Week End Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE CABLEGRAM WILL BE TRANSMITTED AT FULL RATES.

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Number
Number of Words
Time Filed

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to _____ 19____

To _____

MAY 19/21

UNARTISCO N.Y.

BY PRERELEASING DOWN EAST IN FOURTEEN KEY CITIES ON PERCENTAGE SHOULD GROSS THIRTY FIVE THOUSAND POUNDS WITHIN TWELVE WEEKS DATE FIRST SHOWING STOP SUBSEQUENT BOOKINGS FROM EXHIBITORS AT LEAST FORTY THOUSAND POUNDS MORE THESE ARE CONSERVATIVE FIGURES.

BERMAN

Bryant 2657.

xxxxxxxxx

xxxxxxxxxxxxx

#130 West 42nd Street.

May 20th 1921.

Mr. Woodson A. Oglesby,

La Grange, Kentucky.

Dear Mr. Oglesby:

Some time ago Albert Griffith Grey wrote me relative to you purchasing Mr. Griffith's house at La Grange at a price of $5,000. First payment $3,000, cash, and the balance in notes. Will you kindly advise me as to when you will make this initial payment of $3,000. so that this matter may be closed.

I trust you and the family are all well and with pleasant recollections of the short visit I had at the Griffith home, I remain, with kindest regards to all,

Sincerely,

P.S. Please let me hear from you at once relative to the above matter.

Albert and his wife are at present in Europe.

A.H.T.B.

AHTB/GD

May 20th 1921.

Inspiration Pictures Incorporated,
19 West 44th Street,
New York City.

Gentlemen:

We hereby grant you a 30 day option to purchase all our right, title and interest in and to the motion picture rights of the story entitled "Tolerable David" written by Joseph Hergisheimer, for the sum of $7,500.

This option is to expire on the 20th day of June, 1921.

Very truly yours,

D. W. GRIFFITH, INCORPORATED

A. W. Barnhart

Secretary

AHTB:MD

COPY

c 5/20/21 -cb

Mr. Bingham

UNITED ARTISTS CORPORATION

(Artistas Unidos)

CONSULADO 122
HABANA

- - - - - - - - - - - - - - - - -

My Dear Mr. Hines:-

Your wonderful letter of May 17th received and read sure about a half dozen times and believe me you gave me something to think about.

I know that you did not try to criticise my work, that I am working so hard to put over. But don't be worried as I am not leaving them put anything over on me. They want these pictures very badly down here, but you see they never paid more than $15.00 for any feature in Cuba. The reason why the other Exchanges can give their films so cheap is because they either buy stolen films, or they buy the rights very cheap.

Now regarding the schooling that I got from Mr. Berman - well, there is one thing that I can say, that I never wrote to New York making any excuses or telling you about the hard times in Cuba since sugar took a drop in prices. You see the people have not got so much money as they had before, but I always tell the Exhibitor that the people have still got enough money to see good pictures.

I want you to realize that I am handicapped out here on account of not knowing the lingo of the people. This Island is a wonderful place for the picture business and I believe in justice to the Corporation and to Mr. Abrams that the Company would be far better off if they had another man out here now, instead of myself, that can talk the language, as I believe that there is a whole lot ~~better~~ more business to be gotten and that I cannot get because I have not a good man here; as I believe that when I tell my man to tell something to the Exhibitor that he does not translate it the way I tell it to him. So you see that is another reason that I cannot get more money, as I believe that I should get out of all our pictures. So if the Corporation can find a good man to take my place, I would not be sore or think that you did not think that I did not put this thing over. Believe me, Mr. Hines, I have worked very hard and I must have lost about 20 lbs. since I came out here. I don't want you to think that I am tired of this country because I am not, and like it very much. The reason why I am writing this to you, is because I want to be fair with Mr. Abrams because he is the finest man that I ever worked for and I want to be fair to him.

The other Exchanges hate me like poison, as they still believe that Mr. Abrams should have sold them the rights of Cuba, but I am not worrying about them at all, as the Exhibitors all like the way I try to explain different things to them for their benefit. There is nothing else that I can say;hoping that you can find a good man to take my place and send me somewhere else.

Hoping that this letter finds you and Mrs. Hines in the best of health; regards to all.

Yours as ever,

Max. (Copied)

P.S. I worked very hard to get the extra day from the Campomor Theatre.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

May 21st 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		2786		
Romance		387		
Dream Street		118293		
Marshall Neilan		8521		
Tests (U-3)	2487			2926
Machine Tests	88			
	2575	129987	0	2926

Positive Stock used

Eastman	94536
Bay State	0
Belgian	38026
	132562

Negative stock used

Eastman	2926

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, May 21, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
c/o J. C. Epping,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We wish to advise that we have today received the following checks:

Check No. A417 United Artists Corpn. Ltd.	$112.00	
Less 11½% discount	12.60	99.40
Check (New York Exchange)		1,838.44
Total		$1,937.84

We have applied the above proceeds in reduction of your loan dated May 14, 1921, to $117,294.74.

Yours very truly,

Assistant Treasurer.

66-169-2

1,864.71 90
11 2 33 36
$ 197,705.26

315,000.
197,705.26
117,294.74

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

406.13 April 1
393.76 May 1

Orig. = 9420.65
Prod. = 1360.50
10781.15
11 62.78
11944.93
Pd. =
8581.18
Prod.
Dist.

3319.75 prod.
8581.18 dist.
11900.93

10757.15
9420.65
1336.50

3766.8	3766.8	963.36	963.36
3766.8	6 7 7 8 8	3766.8	963.36
6 3 6 5 8 9.00	6 0 3 0 1 6	3766.8	963.36
10%	8 1 6	8 1 6	8 1 6
51.00	51.00	96.00	86.00
8 1 6	8 1 6	10%	10%
86.00	96.00		

2912.77	1463.50	1463.50	1463.50
8 1 6	2344.16	1463.50	1463.50
1463.50	7488.54	1463.50	1463.50
1463.50	1463.50	1463.50	1463.50

J. BOYCE SMITH, JR
CHARLES H. DUELL, JR

TELEPHONE: VANDERBILT 4626
CABLE ADDRESS: DULMITH

DUELL & SMITH
COUNSELORS AT LAW
25 WEST 44TH STREET
NEW YORK May 21, 1921.

D. W. Griffiths, Inc.,
c/o Alfred Banzaf,
Bush Terminal Sales Bldg.,
132 West 42nd St., City.

Gentlemen:-

We acknowledge your favor of May 20th granting us a thirty day option to purchase the motion picture rights of the story entitled "Tolerable David" written by Joseph Hergisheimer for the sum of $7500., said option to expire June 20th, 1921. We are pleased to enclose herewith our check for $10. by way of consideration for such option. Kindly acknowledge receipt.

In replying will you please let us know the exact date of the assignment to you from Joseph Hergisheimer. The copy which you furnished us is dated in March, 1921 but the day of the month is not filled in. Also let us know on what date it was filed in the Office of the Register of Copyrights. If it has not already been filed we think you would appreciate the advisability of filing it at once.

Yours very truly,

INSPIRATION PICTURES, INC.

By C. H. Duell Jr.
President.

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 14

Thursday

Phoned 9 A.M. May 8:30

E 281 NY TI 5 NIGHT LETTER 1 EXTRA 11PM

FR NEWYORK MAY 23 1921

D W GRIFFITH,

GRIFFITH ENTERPRISES , 130 WEST 42 ST NYC

AN IMPORTANT MEETING OF THE PRODUCERS DIVISION NATIONAL ASSOCIATION MOTION PICTURE INDUSTRY WILL BE HELD AT DELMONICOS THURSDAY EVENING MAY TWENTY SIXTH PRECEEDED BY DINNER SERVED AT SEVEN OCLOCK STOP

MATTERS OF UTMOST IMPORTANCE TO YOU ARE TO BE CONSIDERED AND IT IS IMPERATIVE YOU SHOULD ATTEND/ KINDLY NOTIFY SECRETARY ELLIOTT IF YOU WILL BE PRESENT.

ADOLPH ZUKOR,

CHAIRMAN.

153 WEST 42ND STREET,
NEW YORK

CHARLES SCHWARTZ
LOUIS D. FROHLICH
HUGO VOGT

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

Two Orphans

May 23, 1921

Albert H. T. Banzhaf, Esq.,
130 W. 42nd Street,
New York City

Dear Mr. Banzhaf:

I have prepared the proposed agreement of sale between Miss Stevenson and Mr. Griffith, with respect to the "Two Orphans".

I wish you would examine the same very carefully and let me know what objections if any, you have thereto.

I wish to call your particular attention to Paragraph "Seventh". Miss Stevenson desired to have some statement to the effect that the motion picture version was made by arrangement with her. If the form of the notice as prescribed by Paragraph "Seventh" is not satisfactory to Mr. Griffith, will you please let me know what form he would prefer so long as the sense remains the same.

Yours very truly,
Nathan Burkan

CS:HL

Enc.

Stone

Bryant 2657.

XXXXXXXXXXX XXXXXXXXX

#130 West 42nd St.

May 23rd 1921.

Register of Copyrights,

Washington, D. C.

Dear Sir

We enclose herewith original assignment from Joseph Hergesheimer to D.W.Griffith Incorporated, assigning motion picture photoplay rights of the entire World to the story entitled "TOLERABLE DAVID", which assignment is dated the 21st day of March 1921 and duly acknowledged on the same date before a Notary Public.

Will you kindly record the same in due course and return the original to us.

We also enclose herewith our check for $5.00 to cover recording fees thereof.

Very truly yours,

AHTB/GD
Enc.

Bryant 2657.

xxxxxxxxxxxxx xxxxxxxxx

#130 West 42nd Street.

May 23rd 1921.

Mr. C.H. Duell, Jr., President,
"Inspiration Pictures Incorporated,
25 West 44th Street,
New York City.

Dear Sir:

In reply to your favor of the 21st inst enclosing check for $10., without date, to D.W.Griffith Incorporated for option to purchase the motion picture rights to Mr. Hergesheimer's story entitled "TOLERABLE DAVID" for the sum of $7,500, received. This option expires June 20,1921, as per our letter to you under date of the 20th inst.

The original contract for this story was dated the 21st day of March, 1921, and was duly acknowledged on the same date.

We are this day forwarding the original assignment to the Register of Copyrights, Washington, D. C.for recording.

We are re-mailing your check herewith above-described for the reason that it is without date.

Very truly yours,

AHTB:CD

May 23 rd,1921.,

Mr. Lee Benoist
25 West 43 rd Street
New York City

Dear Sir,

Below please find statement showing receipts from "Dream Street" for week ending May 21 st,1921.

Week	Town	Gross	Co.Share	Expenses
5/21/21	Boston Mass.	$6,115.53	$ 2115.53	$ 4,934.28
			Loss.	
			$2818.75	Loss.

Very Truly Yours,

P.S.Kindly note Phila. Pa. is closed.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

May 23 rd, 1921.

Received from D W Griffith Inc. Pay Roll check # 7382,
to the amount of $ 850., for week ending June 12 th, 1920/
#7634 June 19, 1920,

Signed.

(C O P Y)

GUEDALLA, JACOBSON & SPYER
Solicitors

Winchester House,
Old Broad Street,
London, E. C. 2.

23rd May, 1921.

Dennis O'Brien, Esqre.,
1482, Broadway,
New York,
U. S. A.

Dear Mr. O'Brien,

D. W. GRIFFITH

Mr. Grey and Mr. Wynne Jones called to see me on the 22nd inst., and Mr. Grey saw Mr. Berman the next day.

Mr. Berman is reporting direct to Mr. Abrams, both by cable and by letter, what happened, so I need not weary both of you with a report of what Mr. Berman has told me about his conversation with Mr. Grey.

I think, however, it is both my duty and that it might be helpful that I should write you as to what passed with me with regard to Mr. Grey.

First of all, with regard to the use of Mr. Griffith's name on the advertisements of the Allied Artists, Mr. Grey would not authorise same, nor, when I asked him quite nicely in the course of conversation, would he tell me (as Solicitor and Director of the Allied Artists) that such advertising was to cease.

He said he would see me further on the subject this week before he left for the Continent. He has not yet done so.

He quite agreed that composing some elaborate advertisement, if we thought fit, showing Mr. Griffith's name as a stockholder of the United Artists, and showing it as a stockholder of the Allied Artists, would be misleading.

He quite agreed that simply to advertise the names of the "Big Four", in the way being done, would and did mean nothing if one came to think about it, although, of course, it does amount to something, because, coupled with reports in the Press, it is an indication that the Allied Artists in this country represent the "Big Four", including Mr. Griffith.

Mr. Grey stated that the association of Mr. Griffith in this way with the other three might be detrimental to Mr. Griffith's financial prospects in this country hereafter, and he gave as an illustration that Mr. Wertheimer, with whom Mr. Griffith was negotiating, was taking exception to the association of Mr. Griffith's name with the Allied Artists.

Mr. Grey had not only been discussing the "Pollyanna" figures with Mr.Berman, but apparently has been discussing Mr. Berman's handling of the Allied Artists, both in regard to "Pollyanna" and "Mark of Zorro", and generally, and he seems really to think that in Mr. Berman we have the right man to push the sales of the "Big Four".

I read him Mr. Banzhaf's letter to you of the 5th inst., and enquired whether it was possible for the Allied Artists to handle "Dream Street".

I pointed out that the Allied Artists were not paying any premiums or advance payments to Miss Pickford or Mr. Fairbanks, nor, if they were to handle certain films of Mr. Chaplin's in the

immediate future, which was in course of negotiation, was there any proposal to pay any premiums or advance payments to those who had the British rights in the Chaplin Million Dollar films.

I suggested that Mr. Griffith should give instructions to have his British rights in his films handled in precisely the same way.

I need not weary you by going over all the reasons exchanged at the long interview, but it will perhaps be for your guidance if I emphasise Mr. Grey's comments and the way in which I tried to counter them.

So far from depreciating Mr. Berman, who, I believe, has been criticised by Mr. Wertheimer, Mr. Clavering and others, Mr. Grey rather astonished me by saying that Mr. Berman was making an unprecedented record in his bookings for "Pollyanna". He thought the result would be that exhibitors would find they had paid far too much !! And he thought we had failed to get orders from other cinemas because Mr. Berman demanded too much from them.

He said that there had been too much American hustling. Exhibitors were not accustomed to pay these prices, and, whether due to the coal strike or to "Pollyanna", if there were poor houses, the exhibitors would very much regret the high prices paid, and would not book so readily with Mr. Berman in the future.

He suggested that we were not making much progress with "Mark of Zorro", and that, although no doubt Mr. Berman would ask high prices for the Griffith film, he would fail to get them.

Personally, I do not think "Provincial Cinemas" of Lord Beaverbrook, or Clavering's cinemas or Pavilion of Marble Arch ever meant to take "Pollyanna" at a fair price.

I pointed out to Mr. Grey that Mr. Berman would be the first to admit that we all have to live and learn.

All that I knew was that when he sent out his first 200 telegrams to exhibitors and they came in to bid for "Pollyanna", which none of them had ever seen, and make him various offers, Mr. Berman used to take chances and refused some of them at the prices offered and when they came back and offered higher prices Mr. Berman went into the matter carefully, and got the bookings.

Mr. Berman was by no means satisfied that he had got proper prices for "Pollyanna", however much those prices might be quoted and compared with figures accepted by renters in previous days.

I also pointed out that Mr. Berman was engaged on a different problem to any other renter I had hitherto come across in London.

For instance, the Western Import handling Triangle output, or the Transatlantic handling Universal output, had to market, as quickly as possible 8 and 10 films a week very often, and the films were of every length and quality, except that very rarely there was a really first class film amongst them.

I pointed out that if the limited programme of the Allied Artists was fulfilled, there would only be some 16 or perhaps 20 films a year to handle, and all of them would be first-class sparkling diamonds, as compared with the spurious pearls or imitation jewellery to which most renters had to devote most of their time to handling.

It was, I said, a sure thing that the exhibitors must come to Mr. Berman and secure his jewellery at the proper market

price of the day.

As he is not over-stocked, Mr. Berman can afford to wait patiently to fix his release dates and enter into his various chains of contracts, nor is he every going to induce an exhibitor to take one film by making arrangements with regard to another film. He is out to book at early dates and break "block booking".

On the contrary, the F.B.O., which now handles the Universal output, is compelled to let several films very often on a single contract. Further, the Universal prices get so well established that it is difficult to vary same.

For your information, Mr. Winik is even now having another company formed, because he cannot get away from the old quotations of the Western Import. Every exhibitor going into the Western Import in 1921 refuses to listen to Mr. Winik if he suggests any higher prices being paid for his American films than those he would have been paid for products of the same producers handled by himself, say in 1917, 1918 or 1919.

While Mr. Grey came to give me a lecture on the art of dealing in films, I think he was astonished that I knew so much about what Mr. Berman had to do, and to find that I myself had so much to do with the film ~~ix~~ industry, although I take not part, and do not propose to take any part in the commercial end of it.

I endeavoured to prove to Mr. Grey that if Mr. Griffith associates himself with you in America, and with the Allied Artists in England, and indeed right along the line in Europe with you and your associates, I thought he was bound to get far more than by any other process.

I, of course, know that the stumbling block is that it is very tempting when one is offered some substantial sum of money down, although I am inclined to think that Mr. Wertheimer is not today so flush with money, and cannot put so much on the table as Mr. Griffith is demanding.

Mr. Grey also admitted that he and Mr. Griffith were exceedingly ignorant of what were the actual results of the handling of the Griffith films over here, and I stated that I should have thought it worth while, as an experiment, for at least a year or two to allow Mr. Berman to handle the Griffith films, and see what were the results. It would be a good guide for Mr. Griffith to see whether to continue with the Allied Artists or to break from them. I told Mr. Grey I happened to know as to "Intolerance" and "Birth of a Nation", as I have had to handle the income tax dispute about them and have the audited figures of Price Waterhouse & Co.

I pointed out that Mr. Griffith would be in the advantageous position that he and his representatives on the Boards of the United Artists and the Allied Artists would see all the figures of the United States and this country in relation, for instance, to Miss Pickford's film and "Mark of Zorro".

I said how much more beneficial it would be to the "Big Four" if they all knew about each other's figures and could interchange information!

In fact, as regards the Allied Artists over here, what I should like to see would be some inside information from some exhibitor as to what British exhibitors can and should pay to us. One is sure to get hold of the right man amongst them, and from

his opinion one will find out what is the right price to charge to exhibitors.

I quite agreed that one must not overcharge, but I said that we did not want to go through the uneasy feeling that there is any undercharging. Apart, however, from surveying the total results achieved, of course one must consider the charges to each individual Theatre. One must also consider the possibility of doing a larger general business than many films undergo at the present moment.

For instance, with regard to "The Kid", or rather the Million Dollar Chaplin "two-reeler", I am rather astonished to think that only 1,000 out of 3,500 British cinemas booked same and that was considered wonderful advance booking.

It is true this was a long advance booking, but I thought more cinemas would have come into the game for Chaplin.

With Mr. Grey I was pretty strict that he ought to do business with the Allied Artists on exactly the same terms as those on which they were handling the products of Miss Pickford and Mr. Fairbanks, and we are likely to handle the products of Mr. Chaplin.

I, indeed, expressed myself as considering that it would be a very great pity if any exception were made in favour of any artiste, because once an exception ~~were~~ had been made someone else would be asking for one, and finally the Allied Artists would become like so many other renters, in open competition to secure such films as it might think fit, and subsequently simply be out to beat the artiste down to the lowest possible level, instead of being engaged in producting for such artiste the best possible results in this country.

Mr. Wynne Jones supported me very vigorously. I pointed out to Mr. Grey the great advantage that Mr. Griffith would have if he chose to nominate an alternate director ("vice" Mr. Banzhaf) on the Allied Artists' Board and to have some one present at the meetings with full power to check and analyse the figures, and, indeed, to assist in the handling of his products if he wished particular interest taken in his own products.

I saw indications that Mr. Grey was likely to acquiesce and to let us have "Dream Street".

I did not say anything about "Way Down East", more than to mention that I have heard from different visitors to the United States how very much the public have been enjoing it.

I enquired of Mr. Grey what was being done by the "F.B.O." in connection with their Griffith film, but either he evaded my question or he did not wish to answer me. I rather forget what happened on the matter, but anyhow I got no information at all. Some one interrupted us just then, and I forgot to refer to the matter later.

My general impression of Mr. Grey was that, while he wanted to come and have a talk with me and to size me up and to get my impression of Mr. Berman, he, on the other hand, wanted to be as reticent as possible.

He certainly is about the most non-committal American I have struck in a long while, especially as I thought he was representing somebody who was so prominently identified with the United Artists, and who, therefore, ought to have shown the liveliest interest in the success of the Allied Artists.

Also, I think that Mr. Grey's mind has been poisoned in some way by Mr. Wertheimer.

Curiously enough, instead of criticising Mr. Berman, as I have said, on his non-success, he takes the view that Mr. Berman's venture has been at the outset too successful, and that it will result in ultimate certain failure, in his subsequent transactions.

It is one of the subtlest forms of criticism I have ever seen applied to a business man's career.

Believe me,

Yours very sincerely,

(signed) F. M. Guedella

United Artists Corporation
729 Seventh Avenue
New York

BRYANT 1774

London

May 23rd, 1921.

Mr. A.H.T.Banzhaf,
Bush Terminal Building,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:-

This is just to remind you that you were going to let me have an authorization from you for the use of Mr.Griffith's name in the advertising being put out by the Allied Artists Corporation, Limited of London. I merely want this authorization from you so that our records in this office are clear.

With best wishes,

Yours sincerely,
UNITED ARTISTS CORPORATION

Paul N. Lazarus
SALES PROMOTION MANAGER.

Paul N.Lazarus/LG

--do YOU know why ONLY THREE have been made?

We are speaking of motion pictures . . . THE THREE motion pictures that you have thought worth two dollars to see.

Only three . . . in all these years of pictures.

You recall them . . "The Birth of a Nation", "Hearts of the World" and most recently and now running "Way Down East".

These are all the work of one man . . . D. W. Griffith.

Even he couldn't make one every time he tried . . . you remember that vast "Intolerance"!

Oh yes, we know that others bring pictures to the regular theatres, spend tens upon tens of thousands advertising them . . . make much hurrah and to-do about their merits . . . but why can't even just one of them go throughout the country at that price? Not one beside these three, not even one, has been able to do it.

That is why we are asking you to say what YOU THINK IT IS that makes "Way Down East" so much more popular than any other picture of the day.

For your trouble in testing YOURSELF as to how good a dramatic critic YOU are, we will pay you $300 . . . $150 for the best answer . . . $75 for second . . . $50 for third . . . and $25 for fourth.

Don't take only your own impression . . for you may be prejudiced by personalities or old likes and dislikes.

Ask others why . . . a young couple; a child; a middle-aged couple . . . an elderly couple. Get their ideas too, and then write your letter.

You who THINK about motion pictures have found this so interesting that we have continued the time limit for these letters until May 28th.

The best twelve letters each week will be posted on the bulletin board in the lobby of the Forty-Fourth Street Theatre where "Way Down East" enters the thirty-ninth week of its run.

Special Summer Prices—
Somewhat Lower—Prevail

Address letters to

D. W. GRIFFITH, Inc.
303 Longacre Building
New York City

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, FILM LIBRARY

Sunday copy Please. Mr Long

7TH MONTH

378 to 392 Times

D. W. GRIFFITH'S magnificent elaboration of "WAY DOWN EAST" is nearing its 400th performance at the 44th Street Theatre.

"It is not only the greatest moral lesson in the world but one of the unexampled wonders of the 20th Century."—Editorial in the Boston Herald.

"It is gracefully portrayed, wonderfully told, and inspiring in every detail."—Father John C. McGinn, University of Notre Dame.

"WAY DOWN EAST" is shown at the 44th Street Theatre every afternoon and every evening, including Sundays, at 2:15 and 8:15. There is a symphony orchestra and vocal accompaniment. All seats are reserved.

CABLE ADDRESS "SELLEW"

LAW OFFICES OF
SELIGSBERG, LEWIS & ROTHSCHILD
43 CEDAR STREET
NEW YORK CITY

WALTER N. SELIGSBERG
CLARENCE M. LEWIS
JAY LEO ROTHSCHILD

23rd May 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Bert: Wark v Feldstein and Levy.

Will you please let me know what, if anything, further is to be done in this matter? Our Chicago correspondent, Mr. Pflaum, is asking me for instructions, and you remember I took this matter up with you, and you said you would handle it or let me hear from you?

I presume that Mr. Pflaum wants to make a charge if the matter isclosed, but don't be afraid of this as his charges are always moderate.

Yours very truly,

W. N. Seligsberg.

WNS:OP

File 101
no 3.

United Artists Corporation

729 Seventh Avenue
New York

BRYANT 1774

Allied

May 24, 1921

Mr. J. C. Epping, Treasurer,
D. W. Griffith, Inc.,
303 Longacre Bldg.,
New York City.

Dear Sir:-

Pursuant to conference of this morning with Mr. Hiram Abrams, at which you and Mr. Banzhaf were present, we hereby agree to pay to the Central Union Trust Company of New York, 80 Broadway, New York City, for your account on "Dream Street", Ten Thousand ($10,000) Dollars each week beginning June 4th, 1921, and ending October 29th, 1921, a total of Two Hundred and Twenty Thousand ($220,000) Dollars, and we also agree to advance to D. W. Griffith, Inc., Twelve Thousand ($12,000) Dollars each week beginning July 2nd, 1921, and ending September 24th, 1921, making a total of thirteen (13) such payments. Last payment 1 [illegible]

13
12
13/6

It is mutually agreed that the above payments to the Central Union Trust Company of New York and to D. W. Griffith, Inc., are all the payments that are to be made on account of "Dream Street" photoplay to and including October 29th, 1921.

The usual Settlement Statements on "Dream Street" are to be mailed to D. W. Griffith, Inc.

If at the end of the period ending October 29th, 1921, there shall appear to be due to D. W. Griffith, Inc., on account of played dates on "Dream Street" a greater amount than the sum of the payments to the Central Union Trust Company of New York and to D. W. Griffith, Inc., as stipulated above, then the balance shall at that time be paid to D. W. Griffith, Inc.

106

The above specified payments are in consideration of immediate delivery by D. W. Griffith, Inc., to the United Artists Corporation of the photoplays "Way Down East" and "Dream Street" for distribution in the British Isles on the basis of seventy per cent (70%) to D. W. Griffith, Inc., and thirty per cent (30%) to the United Artists Corporation after making the usual deductions for duties, etc.

Will you kindly acknowledge receipt of this letter before June 4th, 1921, stating whether or not it meets with your understanding of what was agreed upon at the above stated conference.

Yours very truly,
UNITED ARTISTS CORPORATION
M E Rogers
Treasurer.

MEP.DJ

Copyright matters

Bryant 2657.

xxxxxxxxxxxx xxxxxxxxx

#130 W. 42nd St.

May 24th 1921.

Register of Copyrights,

Washington, D. C.

Search Department.

Gentlemen:

Will you kindly make a search against the following stories and advise me in whose name the dramatic and motion picture rights are now vested and date of the expiration of the copyright thereof. On receipt of your bill for this service, I will be pleased to remit at once.

"White Slave" by Bartley Campbell.

and "Brass Bowl" by Louis Joseph Vance.

Thanking you for your attention to this matter, I remain

Very truly yours,

AHTB/GD

Form 1228

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

May 25, 1921.

CABLEGRAM

Mr Albert Grey,
Hotel Savoy,
London, England.

United Artists guarantee in writing one hundred sixty thousand dollars in weekly payments sufficient for our needs to October against our seventy percent of gross from United Kingdon we to have man run shows in key cities as handled here stop I have one fourth interest in English Company and Artists here have assisted us financing this and other pictures If we cooperate with them can get further assistance and handle next picture as road show Proposition here seems to be best as we keep control and do not depend upon profits or tie up futn future productions Advise at once objections if any

Griffith

Chg Day Down East Spec. 303 Longacre Bldg., City.

N. Y. American
May 25/21

--do YOU know why ONLY THREE have been made?

We are speaking of motion pictures . . . THE THREE motion pictures that you have thought worth two dollars to see.

Only three . . . in all these years of pictures.

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These are all the work of one man . . . D. W. Griffith.

Even he couldn't make one every time he tried . . . you remember that vast "Intolerance"!

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Ask others why . . . a young couple; a child; a middle-aged couple . . . an elderly couple. Get their ideas too, and then write your letter.

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Special Summer Prices—
Somewhat Lower—Prevail

Address letters to

D. W. GRIFFITH, Inc.
303 Longacre Building
New York City

When You Get Hot

Just remember

There are one hundred thousand tons of ice in

"WAY DOWN EAST"

And for Every Pound of it There is a Thrill!

Snow Storms, too! and Blizzards!

And that is just one of the Good Features in

D. W. GRIFFITH'S

Most Popular Entertainment of the Day.

Summer Prices now, too!

NOW SHOWING

Forty-Fourth Street Theatre

(One of the coolest theatres ever built)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Evening.

AS the classical chap might exclaim, waxing Virgilian or Ovidian—*Ave!* and *Vale!* Evening dress, which had been de-formalized of late years, is on the brink of being re-formalized. The danger of giving too slack a rein to easy-going comfort in clothes of ceremony is recognized by stylists both here and in London.

Higher and stiffer collars; well-starched waistcoats and shirt-bosoms; wider ties; the dropping of the too conventional pump; gloves uncompromisingly worn when dancing; straighter-crown top hats and the befriending of overgarments of the frock-skirt type as a distinctive badge of gala dress—these are proofs of the widespread rebound from the cynical carelessness of recent days and nights.

Hat and Cravat to Match.

Come autumn, we shall see evening clothes as they should be, not as they have been—the true expression of life's finer moments in the pursuit of gracious leisure.

The preservation of the Fine Art of Dress, with its indisputable social and cultural uplift, demands that those of us, who are solicitous to maintain the old-school canons, shall stand swallowtail to swallowtail and shirt-front to shirt-front.

Afternoon.

Matching colors is an American obsession, like baseball, ice-water or lobster salad. You have observed and, it may be, yearned to pummel the ash-colored sort of person who wears a gray lounge suit, a gray Homburg hat, a gray sailor's knot scarf, gray hose, gray gloves and gray-topped boots. He is harmonious to the pitch of discord. He thinks no end of himself, because he makes both ends meet.

In truth, the life and spice of dress are not harmony, but contrast. Green and brown, for example, are a heap more prepossessing than green and ditto, for contrast makes each color more colorful.

However, having the color and pattern of one's hat-ribbon tally with those of one's cravat is harmony intelligently applied.

The foregoing sketch portrays the creased-crown, rolling-brim Panama hat having a ribbon in club, regimental or university colors to harmonize with the colors of the neckscarf.

For Disciples of Isaak, the Angler.

Morning.

Gather 'round me, little ones, and list ye to my tabloid tale. Once upon a time long, long ago in far-off Persia there was a lowly fisherman, named Abu Shujah al Bouyah, whose three sons rose to be kings, and ever since fishing has been called the Royal Sport.

Nothing can improve some men's fishing, but it is easy to improve most men's fishing clothes. The old stager chooses his kit to befit the particular kind of fishing—shore, stream, surf, salt water and so on.

In shore and stream fishing, hip-high wading boots, like those pictured alongside, are often indispensable to give grip on pebbly or slimy soil.

Such a boot is made of stout rubber with a light elastic top. The foot is cut very roomy, so that two pairs of woolen socks may be worn underneath for extra warmth. —BEAUNASH.

Addresses where merchandise described in the foregoing can be obtained may be had from the New York Theatre Program Corporation, 108-114 Wooster Street, New York.

not only

the greatest MORAL LESSON in the world

but

"one of the UNEXAMPLED WONDERS of the 20th century"

Over three hundred clergymen already have recommended this great story.

Scores of sermons have been preached on it, and more than one minister has said, "IT IS THE GREATEST OF ALL SERMONS."

And now the exclusive Boston Herald, in a leading editorial, finds reason to say: "No thoughtful person can sit through the play to its very end without concluding that he has been in contact with ONE OF THE UNEXAMPLED WONDERS OF THE 20TH CENTURY."

Rev. Lincoln H. Caswell

Pastor, Crawford Memorial Methodist Episcopal Church, New York City

"**It is the greatest moral lesson in the world!** You have surpassed all words! Your picture has out-Heroded Herod—**out-spoken all spoken language** and put a climax to all superlatives. Our ordained divines thunder away at empty pews, but 'Way Down East' is divinely ordained to speak its silent message to the myriads that throng the theatre. It is an eloquent sermon."

Rev. John T. Wilds

Pastor, Seventh Presbyterian Church of Jesus Christ, 134 Broome Street, New York City.

"A perfect play, perfectly played and perfectly presented. I am truly grateful to the dear Lord that HE has so called you in your work that you are doing great good."

Rev. Howard Preston McHenry, Ph.D.

Mariners' Presbyterian Church, Philadelphia.

"As a religious teacher I want to say I was profoundly impressed. It is a real preaching of the Gospel. It must succeed because it is true."

Rev. J. Henry Harms

Lutheran Church of the Holy Communion, Philadelphia

"It carries a great message of warning to the unwary, and of retribution for the guilty. If all motion pictures could be as wholesome as this one is, I can't see why the most scrupulous could object."

NOTE—Rev. Henry R. Rose, pastor of the Church of the Redeemer, Newark, N. J., is preaching a series of sermons on "Way Down East," showing colored scenes from the big D. W. Griffith production. Rev. Lincoln H. Caswell, of the Crawford Memorial Methodist Church, New York City, has preached two sermons on "Way Down East," and shown to his congregation more than seventy scenes from the play.

(This Space for Theatre and Date)

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ALBERT T H BANZHAF

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GOOD WILLIE

Answered by Benoist

PLEASE GIVE ANSWER TO BEARER AND ASSIST US IN GIVING THE SENDER A QUICK SERVICE.

CHARLES SCHWARTZ
LOUIS D. FROHLICH
HUGO VOGT

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COUNSELOR AT LAW
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May 27, 1921

Albert H. T. Banzhaf, Esq.
130 W. 42nd Street,
New York City

Dear Mr. Banzhaf:

I have gone over the agreement with Mrs. Stevenson, and the agreement is satisfactory, except the warranty clause, which she insisted be stricken out of the agreement. I have accordingly stricken out from Article "First", the last seven or eight lines contained in the draft sent to you, Otherwise the agreement is the same as originally submitted to you.

Will you please have the agreement executed by the proper officer of D. W. Griffith Incorporated, have his acknowledgment taken before a Notary Public, and will you please also have Mr. Griffith sign the personal guarantee.

If you will deliver two of the copies enclosed, so executed, together with check for the sum of $5,000.00, payable to my order as attorney, I will have Mrs. Stevenson execute one of the copies and return to you. I should like to have the matter closed by next Tuesday.

Yours very sincerely,

CS:HL
Encs.

40 WALL STREET
NEW YORK

May 27, 1921

D. W. Griffith, Esq.,
Longacre Building,
New York City

Dear Mr. Griffith:

Just a line to say that all the Class "A" shares have been disposed of.

I want to take this opportunity to let you know what a great pleasure it has been for me to participate with you in the numerous conferences in connection with this business. I hope that, as a Director in the Company, you may in the future find me useful.

With kindest regards, I am

Very sincerely yours,

LB:L

P.S: I return from Washington on Tuesday morning. Would it not be well to have a short talk at this time on the dividend question, as I must leave at the end of the week for New Orleans.

L.B.

40 WALL STREET
NEW YORK

MAY TWENTY SEVENTH
1 9 2 1

J. C. Epping, Esq.,
D. W. Griffith, Inc.,
Longacre Bldg., New York

Dear Epping:

Enclosed is copy of letter which I have written Mr. Griffith. Won't you please hand him the envelope which I am transmitting herewith?

Will see you on my return from Washington.

Sincerely yours,

LB:L

Encl. (1) Letter

Lectures and debates by the foremost men and women on the American lecture platform and labor movements, every Sunday afternoon and night at Colonial Hall.—Season begins in November and concludes in May.

Musical program at evening lectures.

The Society of Vagabonds

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304

Chicago, Ill., May 27 1921 192

My dear Mr Griffiths.

At the last session of the "Vagabonds" we elected yourself and Miss Dorothy Gish members of The three institutions here at Chicago.And by the way some worth while people are honary members of the "Vagabonds" but you are the first man in the movie field and Miss Gish to first movie actress to be elected.

Only one percent of the people of the United States think for them selfs and you have made them do some real thinking in the past with The Birth of a Nation.Intolerance,Broken Blossoms.etc.And Miss Gish has brains and that is not very much of a ### thrill in the movie game.

We are sure that you will accept the honor conferred on you and the next time you are in the middle west we would like you to give a talk to the down and outs as well as the really worth while people that attend the sessions at the Colonial Hall every Sunday afternnon and night.

The world is in the grip of the thinkers of all of the Nations of the earth and the day of the so called aristocrat will be over Women like Mme Curie and Mary Garden and men like you will be the aristocrats not those who have ruled with their money and with their stomachs.The new day is dawning.I have spent twenty years on the firing line in the interest of labor and the down and outs and I can see the shadows approaching as you portrayed in "Intolerance"

Health.Happiness,you have SUCESS.

M C Walsh

Union Watermarked Paper.

Founded 1915 **FIFTH SEASON**

November 1921 to May 1922

"The Society of Vagabonds"

Lectures, Debates and Music

Colonial Hall. 20 W. Randolph St., Chicago, Ill.

This card admits the undersigned to all sessions of the Society. All priviledges of membership are accorded to bearer.

Name D.W.Griffiths. **No** 965

President [illegible] **Secretary** [illegible]

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Winchester House
Old Broad Street
London, E. C. 2.

May 27/21

Dennis O'Brien, Esq.
1482 Broadway
New York, U.S.A.

My dear Mr. O'Brien:-

Allied Artists.

Further to my letter of the 24th instant, I attended the Board Meeting of the 25th instant. In fact, it is my intention to have the Board Meetings called, if possible, every week, so as to have the situation constantly reviewed and criticised, even if there is not much doing.

I enquired whether Mr. Grey had been seeing Mr. Berman any more about the matter of Mr. Griffith's films, and rather to my astonishment I find that Mr. Berman has only seen him once, I think he said. Anyhow, Mr. Grey has not been more than twice to the Allied Artists. Ishould have thought, having regard to the interest which Mr. Griffith has in United Artists, now that Mr. Grey has come over to London, he would have been more frequently at the office, but apparently he does not wish to learn first hand what Mr. Berman and his staff are doing about "Pollyanna" and "Mark of Zorro". I should he would have taken advantage to learn about the bookings for Miss Pickford and Mr. Fairbanks, and he not only would and could have seen the contracts absolutely obtained, but he could also have ascertained the state of negotiations with various Cinema Theatres who so far have not entered into contracts.

Mr. Berman hears of Mr. Grey constantly being with Mr. Wertheimer. I do not know what may be the state of Mr. Wertheimer's finances, but it

does happen that I am being instructed by a certain New York counsel to press for an accounting. I have sent back word as to the particulars which I desire to obtain, and I understand they have to be prepared for me in California, so that I have not yet written to Mr. Wertheimer for an accounting with regard to the particular film. It is a very famous film.

I was very astonished to find that the American Film Owner had any reason to complain that monies, as and when received, had not been remitted, and especially for such large sums.

I merely mention this fact, which I have also repeated to Mr. Berman, to show that I cannot think Mr. Wertheimer's finances are in too flourishing a condition.

Mr. Berman has heard rumors that Mr. Grey is trying to get an advance deposit of £20,000. and then sharing terms for "Way Down East".

Mr. Berman takes the view that if Mr. Abrams thought it was worth while that Allied Artists should handle "Way Down East, the Allied Artists could possibly make some advance payment by some subsiduary arrangement with one of the largest London theatres to pay the said deposit to us on terms that the picture should be exhibited for a long time with them by way of pre-release.

Of course, it is not for me to question in any way, any decision that Mr. Abrams may come to as Chairman of the Allied Artists as regards its policy towards the Great Four or any other artists.

But respectfully, I should think it would be a pity, if, in the early history of the Allied Artists, he should give to any particular artist a deposit which we deny to the others. Even if Mr. Berman succeeded in getting the deposit out of a theatre, after all, it must

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

cripple him in different directions in future. There may be even the possibility of crippling himself, and I personally would prefer to adhere to the straight talk which I had with Mr. Grey, who has not called upon me as he promised to so, but the policy of the Allied Artists ought to be to treat the Great Four as absolutely identical terms,so that when other artists also wish their products handled by the Allied Artists in this country, we can always say that we have an absolutely definite policy, namely to give a definite percentage of the receipts in full payment for British Rights, and to endeavor with regard to each film, to get the biggest possible sum for it.

The balance of the percentage, of course, goes towards working expenses of the Allied Artists, and as and when dividends can be declared and distributed, the same will be received by the stockholders of the Allied Artists. At the present moment, the stockholders are, as you and I know, merely nominees for the United Artists Corporation,

From talks I have now had with Mr. Berman, it seems to me that Allied Artists probably can get much better results for Mr. Griffith than Mr/ Wertheimer can, but, on the other hand, the Allied Artists have no sum of £20,000. to put up to tempt Mr. Griffith.

Mr. Berman has it at the back of his head that if Mr. Wertheimer cannot handle the business himself, he is going to the Film Booking Office, which certainly, in its contract with the Universal, has reserved certain rights for handling a film like "Way Down East". At the same time, I do not think Mr. Laemmle and the Universal will be very pleased if they hear that the Claverings are interesting themselves in Mr. Griffith's films., as there must be a tendency, if one interests oneself in other products, not to give that amount of attention and energy to the products of the Universal, and I know that it is the wish of Mr. Laemmle that when the F.B.O. have worked off their old products

and performed certain contracts under which they are bound, that they should devote themselves as exclusively as possible, to handling Universal's products.

Mr. Winik, down to the date of writing, has had no definite talk with Mr. Berman about "The Kid" and the three remaining $1,000,000. films.

Mr. Winik did not go on the Olympic. I believe he is talking of going on the Aquitania, the sailing of which will not be held up by the coal strike as it is an oil boat.

I went to the first night of "The Mark of Zorro", and I am sorry to say that Mr. Sol Levy has again put on three wretched vaudeville turns. He had the impertinence to ask the Press to come at the very opening, and a good many of the Press, I understand, left before the picture was actually shown, as they could not be bored with 1¼hours of these wretched turns.

Icannot understand a person like Mr. Sol Levy putting on bad turns which are an insult to any London Audience, let alone the kind of audience which patronises the Palace, which has been for so long the leading vaudeville theatre of London, and one expects to see highly refined as well as very able Music Hall artists.

The Palace made its success by catering to the best taste of London high-class audience.

Mr. Berman will not allow Mr Sol Levy again easily to get his films. although the pre-release arrangements with the Palace, seem to antagonise very few theatres, and so from Mr. Berman's standpoint is a substitute for trade shows. We all liked "Mark Of Zorro" it is a good film.

I was wrong in my last letter to you in saying Provincial theatres had done no business with Mr. Berman.

I note that the Brighton Provincial Cinema Theatre, which is being rebuilt under other auspices, has booked "Pollyanna" at a fair price,and,

in fact, at a much higher price than that company usually gives during the month of August.

But the Pavilion, Marble Arch, professes that it will not deal subsequently in pre-released subjects, but wishes to show simultaneously with any other theatre when first showing a picture. I think, however, that the real thing is that they have got accustomed to paying comparatively low prices for their films, and they object to Mr. Berman's terms.

If, as I apprehend, Mr. Berman is quoting them a fair price in relation to what they can afford to pay and are paying, the question, in the end, will be if they do not take the products of the Allied Artists, the patrons will want to know the reason why. I cannot imagine that the Pavillion Marble Arch will hold out for ever in this fashion.

A great many of my friends have already been asking for "Pollyanna" to appear at the Pavillion, Marble Arch, as that is a favorite resort of ladies and children in the west-end. If they would only ask the people at the Cinema theatre, as I expect they do, this would be the best way of inducing the owners to place Orders with Mr. Berman, but the F.B.O. THEatre, called "The West End" and "The New Gallery" and other theatres are all in a ring not to take Mr. Berman's films at his prices, and state that they are not going to take any American Films at any of the usual American prices. On what terms they expect to get good films I cannot say. Mr. Berman will have quite a battle to go through.

- His fight at present is intensified by the boal strike. Theatres throughout the country are doing calamitously. "Chu Chin Chow" comes to an end on the 9th thro sudden falling off. The Cinemas at first held up their heads, but at the moment of writing, I understand that Cinemas are empty and cinema owners are in despair. You can therefore understand that bookings for "Mark Of Zorro" are going slowly.

Mr. Berman in five weeks has booked "Pollyanna" for over 20,000 and reckons to book it at quite as much more. I indeed was hopeful that we were going to get a very much bigger figure. Of course, I note that over 300 cinemas, so far, have booked "Pollyanna" and with the large number available, I should have thought that "Pollyanna" was bound to have a great cycle of prosperity.

Mr. Berman, for the moment, is keeping back his other films. It is no good starting these things in the middle of the coal strike.

He has now finished engaging his principal salesmen. In the different provincial towns, offices have yet to be taken for them, and they yet need more staff.

I am naturally alarmed at the weekly expenses and rentals, but you can depend upon it this will have my careful supervision at all times, but Mr. Berman assures me in every case he has selected good men, and he believes that they are worth higher salaries, and indeed, they will be given opportunity to earn them, and they are beginning of course ina very bad period to handle productions of the Allied Artists.

I think it is apparent in New York that I have taken up the attitude of being quizzical and critical, because it makes Mr. Berman explain things more, and I assume he is reporting things very fully to Mr. Abrams, so that at all events, as regards this territory, Mr. Abrams should be having the complete situation before him.

Mr. Wynne Jones and Mr. Shanks I hardly know, as yet, but I will get to know them better, later on.

Believe me

Yours sincerely,

M . Guedalla

MIKE WALSH

JOURNALIST AND LECTURER

FOUNDER OF THE FAMOUS HOBO COLLEGE
"THE SOCIETY OF VAGABONDS"
THE MARY GARDEN FORUM
Chicago, Ill.

AUTHOR
"THE UNIVERSITY OF ADVERSITY"
THE LEGION OF THE ARMY OF DESPAIR.

The National Labor Lyceum Bureau
Colonial Theatre Building
20 West Randolph St. :-: :-: Chicago, Ill.

Mike Walsh is a by-product of tenement environment at St. Louis where he was born forty-five years ago. At the age of eight his father died. He entered the brickyard shortly after in order to assist in meeting household expenses with his mother and two brothers. With no relatives in the United States. At the age of sixteen his mother died. Two years later he went to Mexico as an iron worker to the city of Monterey. One year spent there and without any attempt of an education and without any sembledge of schooling having sold newspapers on the streets of St. Louis at an age of five.

Five years he spent working at his trade as an iron worker in England, Ireland, Scotland, Germany, France, Italy and Belgium. When work was not to be had he like many other soldiers of mis-fortune became beach-combers who made life miserable and some times happy for the American tourist seeking local color and thrills in the European capitals. After spending six months as an attendant at one of the American booths at the Paris Exposition in 1900, he returned to New York a stranger in a strange land after an absence of five years.

Interest in the problem of the down and outs began on his return to his own native land. In 1906-7 he conducted the Liberty Hotel at Seattle, Wash. for the unemployed. The unemployed of San Francisco were organized and quarters secured in the latter city with the aid of the San Francisco Labor and Building Councils. St. Louis was also in the path of his work among the down and outs. With J. Eads How, the Hobo millionaire, he organized St. Louis and provided places for the penniless men of his own native city, where he led an unemployed parade as was done in Seattle and San Francisco. At Chicago a monster parade was led and organized by Mike Walsh in 1915. The same year he organized the Hobo College which became known all over the world due to the appearance of Mary Garden and many other celebrities of the platform, pulpit, opera and stage. The institution is open for six months every winter where many useful things are taught to the homeless and penniless men who make Chicago their winter home, when the white mantle of snow covers the middle Western states.

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Mike Walsh has been lecturing over the United States on the lyceum and the chautaqua platforms. The West Coast, the Cadmean, the Allen, the Ellison-White and the Coit-Alber have booked him to speak with many of the nation's celebrated men and women. At Red Oak, Ia., he followed Mr. Wm. H. Taft, ex-president of the United States; at White Salmon, Wash., he followed Rev. Wm. Sunday, the evangelist; Jeanette Rankin, America's first congresswoman; Harold Peat, author of Private Peat; the Kilties Band of sixty pieces; Leslie M. Shaw, Clarence Darrow, John Temple Graves, and many others Mike Walsh's lectures have been delivered in churches as well as theatres and schoolhouses. They concern the many phases of the workers. Many newspapers and individuals from all parts of the United States have commented on them. In his work among the down and outs and the unemployed, Mike Walsh has had the honor of speaking from the same platform at the same meeting with such men as Leon Trotzky, Wm. D. Haywood, Eugene V. Debs, Samuel Gompers, James Larkin of Ireland, James Connelly of Ireland, Tom Mann of England, Karl Liebknecht of Germany, Scott Bennett of Australia, and many other leaders of the various labor bodies of the United States and Europe, specially fitting him to be an authority on the subject of labor in its many ramifications.

Mike Walsh published labor newspapers in California, Washington, Oklahoma and Missouri. In addition to the Hobo College for the down and outs, that has been conducted for the unemployed since 1915, Mike Walsh has been successful in conducting two forums Sunday afternoon and night at Colonial Hall for the past five years. To these forums have come many of the most prominent men and

women in all walks of life from over the United States. Lectures are educational and there is a very good musical program usually furnished by the many chautauqua and lyceum bureaus in Chicago who have also generously provided the best lectures on their circuits for an Sunday afternoon and night at the Colonial Hall for "The Society of Vagabonds" and "The Mary Garden Forum". These two are nationally known due to the nature of the lectures which are educational at all times. No sex or any other tommy rot will be tolerated. The intellect and the worth while people of the city of Chicago forgather here every Sunday to take part in the questions and discussions that are a feature at these meetings.

During the world war Mike Walsh received an appointment from President Woodrow Wilson as chief examiner of the United States Employment Service in the Chicago district. The services of over 50,000 men were added to the railroads and other projects where unskilled and migratory labor was urgently needed. President W. G. Harding, Ex-Presidents Woodrow Wilson, Wm. H. Taft, the late Mr. Theodore Roosevelt, Ex-Secretaries Wm. B. Wilson, D. R. Houston, Mary Garden, Mayor Thompson, and many other leaders in American business and political life know personally of the work that has been carried on in Chicago for the past six years by Mike Walsh and the above named have written of their interest in the work among the homeless and penniless men of the unemployed capital of North America. Mike Walsh has worked in the interests of these men for twenty years. He has lectured all over the United States on topics concerning the age-old story of labor.

LECTURES

The Problem of the Down and Out. Illustrated.
The Unorganized Worker.
The Age-Old Story of Labor. Illustrated.

Chicago Labor Printing Co.
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REGARDS

WYNNE JONES

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Mamaroneck, N. Y.
May 28th, 1921.

Mr. Lee Benoist,
40 Wall Street,
New York City.

Dear Mr. Benoist:-

I take pleasure in acknowledging your cordial letter of the twenty-seventh. Allow me to express to you my great pleasure in having you associated with my corporation and I feel assured that our business as well as personal relations will be as cordial in the future as in the past and trust that our association in business may be long and prosperous.

Sincerely,

DWG-W

D. W. GRIFFITH

SECOND ANNUAL NEW YORK SEASON
FORTY-FOURTH STREET THEATRE

GENERAL OFFICES: 303 LONGACRE BUILDING
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ALBERT L. GREY, GENERAL MANAGER

May 28th.1921.

Mr.D.W.Griffith,
Griffith Studios,
Mamaroneck,N.Y..

Dear Mr.Griffith :

The sage saying that ' a corporation has no soul ' has at last come true to me. And you are the soul of the corporation. It would seem that the quicker I get out of the office onto the street the better. This was not what I dreamed and tried to put into action.

However,this fact remains pertinent. I was taken away from Company(C) of "Way Down East" to specially attend to you and "Dream Street" in Boston. The end of "Dream Street" has come yet "Way Down East"-Company(C)goes on.

We all know that the ethics of the 'show'business is a 'two weeks' notice. This I did not receive. It is to be regretted that your brother is not here since it was with him the arrangements were made. Hence I turn to you for a solution.

Other things can be done by Ryan save scribing. Literature and the drama and its presentation have been astutely studied over a number of years from a college curriculum,through the Press and the Theatre and then you. Nothing but the very best,highest and greatest artists were considered or represented by Ryan. Would you not consider the work done for you more than 'mere press agent' work ?

The above is resultant upon the serious responsibilities placed upon me. A wholesome family of six children,the oldest you have met,and then-mother.

Ryan MUST have work and plenty of it.

This is all.

With every good wish for your timely and eternal successes,

I am ever faithfully,

NOTE:-Is it going to be possible to give somekind of a 'job' to Katherine at the studio this summer? She'll make good-despite parental prejudices. Let your Scotch side stand out against this and then you will have no regrets. Miss WALLACE,of the Boston Herald-Traveler, with YOUR PERMISSION,is coming to the studio on next Wednesday for a magazine article. This visit was promised,if you will recall,ever since your Boston visit with Carol Dempster and "The Love Flower".

D. W. GRIFFITH INCORPORATED Presents
"WAY DOWN EAST"

'PHONE. LONGACRE 3800

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LONDON, ENGLAND
76 WARDOUR STREET W. 1.

NEW YORK, May 28, 1921.

Mr. A. H. T. Banzhaf,
c/o D. W. Griffith, Inc.,
1476 Broadway, City.

Dear Mr. Banzhaf:

Referring to our conversation of the other night, beg to state that there is a Mr. Griffith, President of the Richmond Photo Players Corporation, who presumably intends establishing a studio at Altavista, Virginia.

I have a communication from

Mr. John A. Kelly,
of Dalton & Kelly,
Omar, West Va.

requesting to know if the President of this corporation is the Mr. D. W. Griffith, as he contemplates making a large mine deal with them. In the meanwhile I have written Mr. Kelly that I do not believe this is the Mr. D. W. Griffith and that I would advise him further.

I would greatly appreciate your letting me know regarding this matter at your earliest convenience.

Very truly yours,

E. W. Hammons

President

EWH:EG.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

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May 28th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		189		
Greatest Question		16441		
Idol Dancer		16262		
Hearts Of World		30		
Talking Pictures		216		595
Fall Of Babylon		118		
Mother & The Law		30		
Broken Blossoms		27		
Dream Street		100612		
Lab. Mach. Tests	56			
Tests (U-3)	2628			2952
Picture U-2			397	396
Picture U-3				1977
	2684	133925	397	5920

Positive Stock used

Eastman	89327
Bay State	70
Belgian	47609
	137006

Negative stock used

Eastman	5920

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New York, May 28, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
c/o J. C. Epping,
D.W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We wish to advise that we have today received from the United Artists Corporation the following checks:

Check (New York Exchange)		$2768.16
" No. A425 United Artists Corporation Ltd.	$146.65	
Less 11½% discount	16.86	129.79
Proceeds		$2897.95

We have applied the above proceeds in reduction of your loan to $114,396.79.

Yours very truly,

Assistant Treasurer.

66-2

189,240.06
11,363.15
$200,603.21

315,000.00
200,603.21
114,396.79

N.A

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

May 28, 1291.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf:-

We are enclosing herewith correspondence from our English Representative, Mr. Berman, also a letter from our representative at Havana, Mr. Ehrenreich, which we know you will be interested in reading.

Very truly yours,
UNITED ARTISTS CORPORATION

Hiram Brown
President.

HA/H

Form 1228

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Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

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NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

May 29, 1921

CABLEGRAM

Wynne Jones
Alartisco
London, England

Thanks for splendid confidential advise Keep me posted

Banzhaf

Chg Way Down East Spec. 303 Longacre Bldg., City.

WESTERN UNION

Form 2875

393 30

ANGLO-AMERICAN DIRECT UNITED STATES

CABLEGRAM

TIME OF RECEIPT SHOWN ON THIS MESSAGE IS EASTERN STANDARD TIME

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MESSAGE TO D W GRIFFITHS CONTD.

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GRIFF 58

AM SATISFIED OUR BEST PEOPLE TO HANDLE EAST AND GET RESULTS STOP EAST TO BE HANDLED IN KEY CITIES BY ALLIED AS PER CABLE IS ABSURD TO GET RESULTS EAST MUST BE HANDLED AS ROAD SHOW FOR AT LEAST ONE SEASON SAME AS AMERICA STOP ALLIED HAVE NO CONCERPTION NOR ARE IN POSITION TO HANDLE ROAD SHOW ATTRACTION

Form 2875

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GRIF 50

STOP ALLIED POLICY TO DISTRIBUTE ONE THIRTY PERCENT DISASTROUS TO EAST STOP ALLIED WITHOUT GRIFFITH LOOKS LIKE FAILURE AND SHOULD BE MADE TO PAY ANY PRICE FOR YOUR PICTURES THEY ARE SPARRING FOR TIME PLEASE DO NOT BE INFLUENCED BY THEIR FALSE REPORTS STOP FULLY APPRECIATE UNITED ARTISTS GIVING YOU.

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GRIFF 59

PRIVILEGE OF HANDLING YOUR NEXT PRODUCTION AS ROAD SHOW WHICH FURTHER PROVES MY STATEMENT AS TO THEIR SUCCESS IN UNITED KINGDOM WITHOUT YOU DREAM STREET SHOULD COVER THIS OBSTACLE WITHOUT YOU SACRIFICING EAST STOP STRONGLY ADVISE IF ALLIED WILL MAKE PROPER GUARANTEE ON DREAM STREET TO LET THEM HANDLE IT AND ACCEPT HULTONS PROPOSITION ON EAST THIS KEEPING YOUR.

Form 2875

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Received at 38 BROAD STREET, NEW YORK

AZ 5/36 MA 1921 MAY 30 AM 8 49

GRIFF 29

NAME AND DIGNITY CLEAN ON YOUR BIG PRODUCTION CABLE IMMEDIATELY DECISION AS MUST GET AWAY TO THE CONTINENT STOP FIFTY THOUSAND TO BE PAID NOW BALANCE OPENING DATE

GREY.

ADV. FORM 2

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The Times-Mirror Company

PUBLISHERS OF

THE LOS ANGELES TIMES

No. 19501 ~~22964~~

Sworn Circulation of the Sunday Times Exceeds 120,000
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CARL STERNLOV
GRIFFITH RANCH
SAN FERNANDO CAL

ACCOMMODATION BILL

Date	KEY	Class	Lines	Times	Charges	Credits
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	ONE 60 00 NEW	44	8	1	1 60	
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Agt

ORIGINAL

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WE ANTICIPATE THAT THE ADVERTISER WILL APPRECIATE THE CONVENIENCE OF THIS SMALL ACCOUNT AND PAY IT PROMPTLY. IT IS IN THIS ANTICIPATION THAT THE ADVERTISING IS PRINTED.

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May 31st 1921

ALBERT L GREY

HOTEL SAVOY

LONDON ENGLAND

CLOSED BOTH PICTURES HERE WITH UNITED ARTISTS EAST TO BE HANDLED AS ROAD SHOWS UNDER OUR SUPERVISION AND ABSOLUTE CONTROL AS LONG AS PROFITABLE OTHER PROPOSITIONS IMPOSSIBLE AS MONEY WOULD NOT IN TIME ADVISE WHEN YOU EXPECT RETURN EUROPE EXPENSIVE WE NEED OUR SPARE CHANGE HERE KINDEST REGARDS

D W GRIFFITH

charge D.W.Griffith Incorporated 1476 Broadway.

AGREEMENT made this 31st day of May, 1921, between KATE E. STEVENSON, hereinafter designated as "Stevenson", and D. W. GRIFFITH INCORPORATED, a Maryland Corporation, hereinafter designated as "Griffith", as follows:

FIRST: Stevenson hereby represents that one N. Hart Jackson acquired the right from Adolphe D'Ennery and Eugene Cormon, the authors of the work entitled "The Two Orphans", to make an English adaptation for the stage of such work, that the said N. Hart Jackson made such version of such work and copyrighted the same in the United States on February 1, 1875, that thereafter on the 2nd day of February, 1875, the said Jackson transferred such version and such cop yright to Sheridan Shook and Albert M. Palmer, which assignment was duly recorded in the office of the Librarian of Congress on the 19th of March, 1875, that thereafter and on or about the 1st day of December, 1882, the said Albert M. Palmer duly assigned said version and copyright to one Charles A. Stevenson, that thereafter and on or about the day of July, 1891, the said Charles A. Stevenson and oneHenry J. Appel, as receiver of the property of the said Chaires A. Stevenson, jointly duly asigned such version and such copyright to one Maud Stevenson, which assignment was duly recorded in the office of the Register of Copyrights, onthe 3rd of April, 1902, that thereafter and after the death of the said Maud Stevenson, and on March 21, 1902, oneJulian F. Meredith, as administrator of the estate of Maud Stevenson, deceased, assigned such version and copyright to Stevenson.

Stevenson further represents that the widow of the said N. Hart Jackson, Frances W. Jackson, duly

secured a renewal of such copyright in such version for a period of fourteenyears, from February 1, 1903, such renewal of copyright being registered as Class DXXC#2883, on or about January 22, 1903, that such renewal of copyright as well as such version were duly assigned to Stevenson by the said Frances W. Jackson on the 25th of January, 1904, and that such assignment was duly recorded in the Copyright Office on the 30th of January, 1905, that the said Frances W. Jackson, as such widow, secured an extension of such copyright for an additional period of fourteen years, commencing Fevruary 1, 1917, such further extension haveing been registered inthe Copyright Office on December 20, 1916, under Registration of Extension #9077, and that thereafter and on the 13th of January, 1917, such extension of copyright in such version and such version was duly assigned by the said Frances W. Jackson to Stevenson, such assignment being duly recorded in the Copyright Office on February 3, 1917.

Stevenson further represents that she is now the sole and absolute owner of such version and of all rights therein and of such extension of copyright and of all rights in such extension of copyright, that she is the sole and absolute owner of the motion picture rights in and to such version and under such extension of copyright, that she has sold, assigned, leased, or in any way whatsoever made over to any person or persons firm or corporation, the said motion picture rights in said version, that she has not granted any right, license or privilege by which such motion picture rights could be in any way diminished or impaired, and that she has full right and authority to grant and assign to Griffith, its successors and assigns, the exclusive motion picture

rights, in such version for the United States of America; and she agrees to enter into no agreement and do not act which may tend to encumber the rights herein granted to Griffith, its successors and assigns.

SECOND: Stevenson hereby sells, assigns, transfers, conveys and sets over unto Griffith, its successors, and assigns, her entire right, title and interest in and to the motion picture rights in the work entitled "The Two Orphans", including all of her right, title and interest and and to the motion picture rights in said abovementioned N. Hart Jackson version of such work and including all of her motion picture rights acquired under the extension of copyright abovementioned secured in such N. Hart Jackson version, together with the exclusive right to use such version and the theme thereof for photographic reproduction or reproductions in themaking of motion pictures and photoplays to be based thereon, and to produce, to book, sell, distribute, exhibit and release and to cause to be produced, booked, sold, distributed, exhibited and released, such motion pictures and photoplays.

THIRD: Stevenson further grants to Griffith, its successors and assigns, the exclusive right to use such version and the theme thereof in any manner, in the making of motion picture versions or adaptations thereof; and to adapt, arrange, rearrange, change, transpose, add to and subtract from such version and from such title, as and to the extent that Griffith, its successors and assigns, may deem expedient for motion picture purposes.

FOURTH: Stevenson hereby grants to Griffith, its successors and assigns, the exclusive right to secure copyrights in any and all motion picture versions

and adaptations of such work, and to renew and extend the copyrights in the same. The rights of Griffith, its successors and assigns, under such copyrights, however, shall be limited to the right to exploit such work in motion pictures only.

FIFTH: The parties hereto agree in the event that Stevenson or her legal representatives or assigns, upon the expiration of such extension of copyright in such version abovementioned, on Feoruary, 1, 1931, shall be entitled by statue to secure a further extension or renewal of such copyright in such N. Hart Jackson version and shall secure the same, then any such renewal orextension of copyright shall be the sole property of Stevenson, her legal representatives or heirs, and in such event, Griffith's rights granted to him hereunder shall from and after such date, to wit, February 1, 1931, terminate, but in case Stevenson, or her legal representatives or assigns, shall not be entitled to any further extension or renewal beyond February 1, 1931, then Griffith, its successors and assigns, shall be entitled to continue to exercise and enjoy the rights hereby granted without let, leave, hindrance or license of Stevenson, during the rest and remainder of the term of the copyright in all such motion picture versions secured by Griffith, and all renewals thereof.

SIXTH: It is agreed that the only rights hereby granted to Griffith, its successors and assigns in such version, are the exclusive motion picture rights therein as herein provided and all other rights in such version are hereby reserved by Stevenson, and she may simultaneously with the exhibition of such picture, present stage representations of her drama with liveing actors.

It is agreed, however, that nothing contained in this article, shall be construed to prohibit Griffith, its successors and assigns from publishing in such form or forms as he or they may elect, and Stevenson hereby grants to Griffith, its successors and assigns, the right to publish in such form or forms as it or they may elect, a synopsis of such version, for purposes of exploitation of such motion pictures or photoplays, and to use extrasts therefrom for titles in such motion pictures or photoplays and in connection with the exploitation thereof.

SEVENTH: Griffith agrees that a statement to the effect that such motion picture version was made by arrangment with Kate Claxton shall be announced on the film itself and in the advertising matter issued by Griffith in connection with such motion pictures and photoplays.

EIGHTH: Griffith agrees to pay to Stevenson for the rights hereby granted the sum of Ten thousand dollars ($10,000.) as follows: Five thousand Dollars ($5000.) upon the execution hereof, receipt of which is hereby acknowledged by Stevenson, and Five thousand dollars ($5000.) on January 2, 1922.

NINTH: Stevenson agrees to duly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further acts, instruments and assurances as may be reasonably required by Griffith, its successors and assigns, in order to carry out and effectuate the purposes of this agreement, and Stevenson hereby irrevocably appoints Griffith, its successors and assigns, her attorneys in fact, in her name but at its own expense, to execute, acknowledge and deliver any and all such acts, instuments and assurances as may be it required to fully and fairly enjoy and exercise all the r

rights and privileges hereby granted to it.

IN WITNESS WHEREOF, Stevenson has hereunto set her hand and seal and Griffithhas caused these presents to be signed by its duly authorized officer and its corporate seal hereunto affixed the day and year first above written.

KATE E STEVENSON (L.S.)

D. W. GRIFFITH INCORPORATED,

ALBERT H. T. BANZHAF
Secretary

By D. W. GRIFFITH
President

(Seal)

I, DAVID W. GRIFFITH, hereby guarantee the payment to Kate E. Stevenson, of the sum of Five thousand dollars ($5000.) , payable to her under the above agreement by D. W. Griffith, Incorporated, on January 2, 1922.

Dated, New York, May 31st 1921.

D. W. GRIFFITH. (L.S.)

Kate E. Stevenson acknowledged before Ruth Vogel - June 8/21
D. W. Griffith acknowledged before Gertrude Denneen May 31/21
D.W.Griffith, Inc. " " " " " "

2

Orphan

Kate Stenerson Co
U G G Inc

Filed May 31, 1921

file 5/ /21 Two Orphans

Opening Scene -- two rooms -- dining room and bedroom in Diane's house -- Diane sick -- baby at side -- father and brother in room -- indignant young husband in next room -- servant barring door -- wife cries out -- husband wants to enter -- father and brother plan to kill him so they can marry Diane to Count de Liniere -- husband is killed.

Hovel in Paris -- Mother and father with baby girl -- too poor to keep -- father takes to Notre Dame.

Retainer of dead father takes other baby to Notre Dame -- poor father comes to steps of Notre Dame -- finds baby -- instead of leaving his own takes other baby -- has two now.

Diane plighted to the Count.

The two orphans - grown up -- planning to take Louise to Paris for restoration of eyesight.

On the way to Paris -- two girls in stage coach. Henriette describing scenes to Louise.

Stopping place for coach -- De Presle alights -- Henriette alights from other coach -- De Presle insults Henriette - love and passion. De Presle gets in coach and proceeds.

Henriette and Louise on road in coach

De Presle pointing out girls to Lafleur -- his retainer -- who is on back of coach.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Normandy coach house -- Paris -- year 1787 -- Towers of Notre Dame in distance -- stone wall and river -- wine shop -- itinerant merchants selling fish -- wooden shows -

Mother Frochard enters -

"Charity"

Marquis de Presle leaves Lafleur with instructions to abduct Henriette -

Girl's uncle, Martin, waits for them at Quay -- Lafleur engages him in conversation -- takes him into cabaret --

Servants gets Martin drunk

Exterior - Pierre enters -- meets La Frochard --

Exterior.. Pierre enters: meets Fouchard. Jacques enters looks scornfully at Pierre -- Mother looks lovingly at Jacques -- scornfully at Pierre. Jacques takes money from Pierre -- Pierre is scissors grinder -- Jacques takes money from mother and invites her to have a drink with him -- Jacques boasts he is of the blood of the Frochards , who have been outlawed for 150 years. Invites Pierre to have a drink -- Pierre refuses and they enter drinking place --

Square -- Lafleur enters -- DePresle in doorway shows Lafleur girl as she arrives in coach

Louise and Henriette get outof coach -- bench in front of office -- Louise sits -- Henriette describes palace -- statue at end of beautiful bridge --

S.T. Louise -- "How I wish I could see it."

Henriette exits into office

Marianne enters -- pauses at doorway -- looks in -- sees Jacques -- love and passion, loathing and repugnance.

Flash of river -

A previous scene -- Jacques sending Marianne to steal.

S.T. "When it is dark enough, I shall visit you, oh, river bottom."

Marianne falls - Henriette out of office -- Martin is not there -- Henriette sees Marianne -- goes to her -- Marianne speaks title

S.T. "I wish only to die -- I am pursued by officers of the law. I am a thief."

Revert back to Marianne stealing purse from workman and giving it to Jacques.

S.T. "If you will pay the debt you owe the man, repentance will pay thedebt you owe to God."

Marianne takes orphan's hand and weeps over her -- Jacques appears -- asks Marianne where she is going -- "Away from you" she replies -- He commands her to follow him -- Marianne disengages hand from girl -- starts to go -- looks at Jacques -- looks at orphans -- refuses -- Jacques starts to go -- police enter -- As police enter, Jacques has Marianne by hair wi th one hand and throat with the other -- releases Marianne -- she rushes up to guard -- speaks -

"Arrestme! I am a theif."

Guard take Marianne -- Jacques goes back to cafe -- girls ask for Martin.-

Lafleur enters -- talks to orphans -

"Here are some honest neighbors of mine -- they will vouch for me."

Pierre goes by orphans and down steps to river with water can -- Henriette turns to honest citizens -- they abduct her.

After the abduction, Louise wandering -- Pierre coming up steps saves her from river -- Frochard comes out of cabaret and sees Pierre supporting a young girl - comes over to Pierre and girl -- Louise clinging to Pierre.

S.T. "My sister! They have stolen her away."

Frochard talks to girl -

S.T. "You know no one -- and you are blind?" I will take care of you.

Frochard shows hypocritical love to girl -- warning looks to Pierre --

"You will not leave me, madame?"

Pierre puts wheel on back and goes off with lingering looks back at girl -- and glances at his own deformity.

"Knives to grind."

Frochard examining Louise' clothes -- Louise in tears -- Frochard pantomimes "Come to me -- I will protect you -- mother of a family -- an honest woman -- we'll find your sister."

Walk off Frochard with Louise down street -- avoiding passers- by --

S.T. Fever caused Louise' blindness.

S.T. "We sold all our property to raise money enough to hire a Paris doctor."

Louise and Frochard arrive at home, which formerly was a boat-house -- long dark passages -- moldy steps -- large square room -- two doors on water front -- flight of steps lead from centre of room, showing first floor (only portion of house used)

S.T. "Let me go to my room -- I will retire"

Frochard now lays aside mask -- rough -- Louis speaks -

"Henriette will pay you tomorrow when we find her."

Old woman abusive -- Louise falls on mattress -- old woman starts to drink -- Jacques enters indignant -- tells how Marianne deceived him -- Jacques sees Louise for first time when he comes into room -- pantomime from Frochard - "We'll make her sing andbeg" -- Pierre enters -- kneels down beside Louise --

(Like a pilgrim at his Mecca)

Pierre eats left over food --

Next morning. Frochard and Jacques after night of drinking -- Pierre pityingly watches them drag Louise up -

"You must sing in the streets and earn your living while we search for your sister. You won't have to beg. I'll do the begging."

Louise cowering on bed -- Pierre weeps --protests -- Jacques ~~tells~~ deals Pierre a blow that sends him reeling -- Frochard puts old dress and shoes

on Louise.

S.T. "Help me find my sister."

Louise refuses to beg -- Jacques threatens -- Louise cries --

S.T. "I'll die first."

Jacques admires Louise -- is angry -- Jacques and Frochard pick up Louise take her to hole in garret -- Louise screaming with fright -- dead fish and rats -- Pierre protests as they drag her up steps -- Jacques gives him a blow which puts him senseless on the floor -

Garden party at Bel-Air -- lackeys guarding the entrance -- riotous party -- wine drinking -- Picrad trying to get in -- calling -- Marquis de Presle admits him - brings de Vaudrey's regrets --

S.T. "He promised he would come ..... in fact he is no master at all. He works. Why, he never even kicks me."

Orgy -- while dance is going on, they bring Henriette in --

S.T. De Vaudrey who had long ago lost faith in womenkind, believing womanly purity to be a thing of the past.

Woman guest compares her own feet and legs to the girls.

S.T. "These girls most often abducted by their own wishes -

Henriette revives -- looks around in dazed sort of way -- falls back in fright when she sees De Presle -- immediately understanding where she is -- De Presle approaches with courtly grace -

S.T. "You have separated me from my poor child, whose only help in life I am. Without me, she cannot take a single step."

Henriette bursts into a flood of tears.

S.T. "Gentlemen, do you hear -- she is blind."

sympathy among guests -- De Presle tells her he will have orders given to have search made for her and his people will bring her to Bel-Air.

S.T. "Into this house -- Never!"

Henriette pantomimes "Is there no one here who dares raise their voice against this man?" De Presle tells girl they are all gentlemen -- b-eaks De Vaudrey breaks his glass of wine.

S.T. "Among all these noblemen, is there not one man among us?"

De Vaudrey rises -

S.T. "Take my hand -- we will leave this place"

De Presle shows surprise and De Vaudrey gets almost to the entrance before he stops him -

S.T. "After twelve o'clock no one ever leaves this house."

Scene -- As the clock strikes midnight, the gates close.

Harsh words between the two men -- De Presle draws sword -- and stands before them -- Henriette clinging to the arm of De Vaudrey -- guests attempt to stop fight. De Vaudrey runs his sword through the body of De Presle -- Henriette casts look of compassion on the man who had lately been her enemy --

Louise in long, narrow room -- wood and rocks -- crouched close to the wall -- trembling at every new noise made by the wind and waves -- praying that even her captors might come -- they enter -- falls on knees before them -- tears running down cheeks -

~~Three months later. Fruitless search for her sister -- De Vaudrey begs Henriette to become his wife -~~

They take her down the steps at back -- Louise willing to beg.

Follow Henriette and DeVaudrey from the gardens of Bel-Air -- She shows him place where she had been robbed of her sister -- talking on the way

THREE MONTHS LATER - Fruitless search for her sister - DeVaudrey begs Henriette to become his wife.

Tall portly old gentleman of some sixty years - The Count DeLinieres, the Prefect of Police.

" S.T. "I desire there should be no relaxation by the police in the abolishing of gambling dens -- Abductions bring shame and disgrace upon honest families

S.T. "Why has no one been punished?"

"The Marquis de Presle is the owner of the chateau."

S.T. "What has become of the girl?"

"Why - the Chevalier ----"

"My nephew! ! (a low sweet voice)

S.T. The Count is good at times -- and harsh at times

S.T. "Shall I enter this affair in the secret archives of the police?" (the clerk)

The Count thinks for a minute

S.T. "Let it be reported in the house of DeVaudrey"

Picard enters --xpax "Perfectly scandalous actions! Monotonous Life! I'll take my service!"

Count --- "I want you to report the Chevalier's movements."

Picard surprised -- "The duel? What duel?"

"He killed the Marquis de Presles in a duel about a woman."

"The sly dog".

Picard delighted that Master is a devil -- Countess announced by a servant -- de Vaudrey enters --

"The King wants you to marry."

Revert back -- show scene of King receiving the Count -- Scene of King passionately kissing young lady -- saying "Good-bye" (This scene comes earlier)

"Don't name her -- because I refuse to marry -- "

Count surprised and angry.-- protests -

"I give my service to the King, but I wish to remain free "

"Free -- to live a life of dissipation".

De Vaudrey indignant -- Countess steps between the two -- Count declare he is thehead of the family -- exits -- de Vaudrey and Countess alone

"Title "I love a young girl, as charming as she is pure.
"I love her -- although my lips have never sought hers.
She is a girl of the people."

grief by Countess -

"Would you make such a woman your wife."

"Wait until you have seen her."

De Vaudrey takes Countess' hand in his -- she turns away -- as an echo from her husband's voice -- she speaks -

"There is no happiness in such a marriage"

"This from you who have suffered so much."

"How do you know?" (said the Countess springing from her chair at de Vaudrey's voice). She tells him of her secret marriage

with a man beneath her in rank -- her discovery -- he is thought to be her lover -- they kill him before her eyes -

"I became a mother -- the family honor demanded my child should disappear -- they tore the child from me."

She tells persues her always in her dreams -- Count enters -- hears her last words and is surprised.

"What is this sorrow she carries in her bosom?"

"You have suffered so much, Countess -- would you have me chain my life to one woman, while my heart is another's."

Count hears with furrowed brow and clenched hand.

"You shall not marry other than the woman you love."

Count Ages many years.--- Countess pleads that husband have pity on her - De Vaudrey begs her to take care -- husband's cold look frightens her -

"I meant -- I meant -- "

"Had your words no other meaning, madame?"

De Vaudrey conducts the countess to her room and returns Count sends clerk for secret papers -- paces the room as his wife had done -- de Vaudrey returns -- Count asks what they meant -- books are brought in -- finds history of de Vaudrey house --

"You shall not read" says de Vaudrey

De Vaudrey tears page which bares fatal secret from the book.

"You shall kill me before I part with it -- remember it is not alone her secret -- I have saved your honor."

Three months later.-- at the church of St.Sulpice -- bitter cold day -- snow -- Pierre trying to keep warm - clothed in rags -- Jacques, well clothed and well fed, waiting for Mother and Louise. Pierre asks Jacques to beat him if he must but not call him cripple when Louise can hear. Jacques laughs --

"Because I refused to steal ~~and~~ a coat for you, you made me the cripple that I am."

"You lie! It was a cloak."

Jacques realizes Louise may fall in love with Pierre, as she could not know the difference between the brothers -

De Vaudrey burns paper he has torn out of book -- begs Countess to call upon Henriette -- after de Vaudrey exits ~~he~~ Count calls clerk and tells him to find where de Vaudrey has hidden girl. Clerk finds out where she is -- Count declares he will arrest the girl himself -- thinks of putting girl in Salpetriere and de Vaudry in Bastille and thus separate them --

Frochard comes on with Louise begging -- Louise cold in thin cotton garments -- singing all day - reeling tired --

"I want my sister! we'll never find her -- we always go up in the same ~~a~~ part of the city."

"You sing like a mourner at a funeral."

Louise sinks down upon cold wet snow -- grief and suffering makes Jacques very happy -- Pierre starts to go to Louise rescue -- Jacques interferes -- Pierre hopeless when Jacques throws him down - Jacques admires Louise -- Frochard drags her up -- Louise wipes tears -

"Don't do that -- don't wipe away real tears -- that's just the thing to catch the fools."

Man gives Louise money -- Frochard grabs it -

"Go on -- cry some more -- it's good business."

turns to begging -- Pierre and Jacques move away -- Frochard stops in front of doctor -- "Clear out" says the Dr.

Organ sounds from inside church --

Doctor asks about girl's blindness -- Countess comes up - Dr. speaks to Countess -- Countess enters church -- Doctor speaks to Frochard -- looks at girl's eyes -- speaks to Louise -- Frochard pulls her away --

"They can't be cured -- it's no use."

Dr. follows insisting on looking at her eyes -- Frochard pushes Louise ~~forward~~ back -- talks to Dr. -- watches Louise to see that she doesn't tell anything -- Louise tries to ask questions -- Frochard pinches her -- Louise starts again to speak -- mother strikes her -- asks Dr. if there is no hope for her . At this Frochard gives her blow and says there's no worse misery than being blind. If she could see, she could work and would not have to beg. Louise starts to speak of Sister -- Frochard twists her arm -- Dr. talks to the old woman -- tells her she must not exicte Louise -- tells her to bring Louise to him at hospital -- Dr. gives Louise money --

"Heaven bless you, kind doctor."

As Dr. turns away, mother makes faces at him -- pulls Louise who throws hands over her eyes -- hurries off with Frochard -- Pierre and Jacques enter -- Mother opens Louise' hand and takes out money -- a gold louis -- protests when Jacques takes the money -- he invites her to have a drink --

"They'll be coming out of church soon -- no laziness - I'll be watching you."

calls Pierre - tells him to watch Louise -- Pierre glad to touch

Louise hand, Jacques supposes, Jacques takes her rudely by arm -- makes love -- tells Pierre to stay and see that no one speaks to her - snow and ice on steps -- girl shivers -- Pierre heartbroken -- takes off his ragged coat -- only for a moment he hesitates, then wraps her in his coat -- Pierre breathing on hands to keep warm -- tells girl he has a jacket and a woollen waistcoat.

"Without you, I should die, Pierre."

Pierre weeps over his helplessness. Accidentally she touches his arm and finds out what he has done -- forces him to put his coat on again -- "Not cold now" she says - Louise afraid to report to the police -

"They would shut me up in an asylum for the blind. Some day my songs must reach my sister's ears."

"It is I who cries out -- Sister -- Henriette -- it is I."

raises voice to higher pitch.

Organ inside.

Pierre tries to stop her crying "Henriette" -- she begins to sing as people come out of church -- None of them heed but the Countess -- Frochard in saloon drinking -

Countess in church praying for restoration of her child.

Countess looks at Louise -- sees she is blind -

"My child, can you not see me? Poor child."

Louise tries to tell Countess about her sister -- Frochard keeps Louise from telling by pinching her -- speaks --

"Yes, my beautiful lady, I am a good mother. She is my daughter. She is the youngest of seven. Isn't it so, dearie?"

Countess impressed by beauty of Louise. Louise starts to deny

Frochard's story when old woman gives her another vicious pinch -- puts arms around her and holds her so tight she cannot talk --

"Isn't it so, my dear -- speak out."

"Yes" , falters Louise -

Mother steps in front of her.

"Give this to your mother and pray for me." the Countess said.

Mother very kind till Countess is out of sight -

"Another gold piece. It has been a good day. Come on, sing now -- Charity, good people, Charity."

Mother and Louise exit.

Jacques and Pierre enter -- Jacques angry --

"I forbid you to follow -- I will kill you if you follow her."

Jacques falls in love with Louise. Pierre speaks -

"I cannot help it -- why are you so cruel?"

Jacques deals the cripple a heavy blow.

"Kill me -- but I love her -- and you cannot forbid that"

Pierre frightened at the horrible thought that his brother is after Louise.

Henriette in a poorly furnished room sewing --

Revert back -- to where they take sister away from her -

"Oh, God, protect and save her."

de Vaudry enters -- seizes her hands -- presses them to his lips -- she asks if there is any news of Louise -- De Vaudry tells her she has been three months trying to find her sister and today he wishes to speak of something else -- declares his love --

"When Louise has returned to my arms, I shall have earned the right to be happy."

Picard enters -- Henriette starts to take her work down stairs --

Picard is pleased -- de Vaudry calls Picard a scoundrel --

Picard "Good! He'll kick me in a minute."

Picard "It is the chambermaid."

de Vaudry "Another word and I'll throw you out that window." Return at once to the Count and tell him that you found me in the presence of the woman I love."

Picard "You mean chambermaid to the woman you love."

Downstairs -- landlady orders Henriette out of the house--

de Vaudry indignant --Picard indignant -- hides his tears --

de Vaudry: "Come with me -- on the arm of your husband."

Henriette: "Your wife -- no -- that is impossible."

Picard: "Absolutely."

Henriette: "No, I cannot -- the distance between us is too great."

de Vaudry: "I will compel them."

Picard: "We will compel them. I will go and make arrangements. Farewell, Monsieur, farewell."

Picard turns to Henriette --

"I admire you tremendously."

Henriette after they leave -

"He loves me -- ah! Is it not a beautoful dream. I must go where I shall never see him again."

Countess comes to Henriette -- speaks

"I am a near relative of the Chevalier - this marriage is impossible."

Henriette -- "Use your power to find my sister. Restore me to her and I care not what sacrifices you ask me to make."

Gives Countess description of Louise.

"Louise, that name is very dear to me."

Revert back -

Henriette tells the story.

"She saved us from want and misery."

Countess grasps chair for support -

"Go on, mamselle, it is nothing -- then -- the infant fell among good and worthy people?"

Henriette finishes story -- Countess speaks --

"I will leave you now -- we will help you find her -- all Paris shall be searched from end to end."

"Yes, madame, it was one evening about two years ago."

THE VOICE:

"Two years ago."

THE VOICE:

"She was then fourteen -- we were playing together one evening -- "

Henriette recognizes her sister's voice. A low scream.

"It is she."

"Henriette -- do you hear me. It is I - Louise -- your sister."

Cruel hands grasp Louise by the throat. Henriette's exit is barred by a troop of guards - the Count at their head -- for several moments Henriette could not understand why she was prevented -- struggles with the stalwart men -- Countess sinks half fainting in chair -- Count speaks -

"Do your duty."

Henriette seized by two guards -- lead off to La Salpetriere. After she has gone, Countess starts up -- husband seizes her -- she sinks back in a dead swoon .

La Salpetriere -- Court yard surrounded by leafless trees at the back a wall, over which can be seen the dome of the church --

door in wall leading to dormitory -- door leading to hospital -- Marianne on -- girls on -- the same who were at the Garden Party -- some walking -- some seated sewing -- Sister Theresa is portress at the gate --

"Girls to be exiled to Louisana -- maybe I shall find a husband" says Marianna.

The physician to the prisoners is the same who saw Louise -- brings good news -- a pardon for Marianne -- great joy on part of Marianne points to doctor -- he wipes away his tears -- they all weep -

"Society sent me a guilty woman. I return it a repentant one. Henriette -- twenty four hours suffers an attack of sickness -- unconscious escapes from ~~prisoner~~---- hospital -- hair unbound -- wild light in her eyes -- kneels before Sister -- Marianne surprised.

"Have pity -- set me free."

"Be calm -- you are ill --"

Doctor surprised -

"Go back to your bed."

"I am well -- let me go -- let me go to my sister. I must find her. Is this not a hospital?"

"A hospital -- and a prison," replied the physician gravely.

Henriette in great terror -

"Oh, I remember -- Oh, my God, what have I be done to be crushed like this."

Henriette falls prone upon the earth.

Doctor: "She doesn't look like a guilty woman."

Marianne: "She is not."

Revert back to Henriette and Louise saving Marianne's life.

Marianne comes closer to Henriette.

"Do you remember me?"

"I remember you too well. You saw her -- my poor sist r - I am innocent, madame."

Picard -- now valet de chambre to his Excellency, the Count de Liniere, enters -- Henriette rshes to him

"Monsieur - you witnessed that I refused the hand of the Chevalier."

Picard: "It is true."

Marianne overjoyed -- Mariane and Henriette embrace -

M "Monsieur de Vaudry is in prison -- if they decide to send you into exile ..... "

"Louisana?" Why that would be death."

(Picard has entered the service of the Minister of the Police, so he can watch his actions.)

Henriette: "Louise -- my sister -- he will find her."

Picard: "If they want my head, they can take it -- I am ready."

Picard straightens up -- body of guard enters gate --

Picard: "Good heavens! they have taken me at my word."

feels head to see if it is on his shoulders --

Officer of the guard makes his way to Sister Genevieve -

"I have the honor to hand you the list of prisoners. Bring them here that we may identify them."

several times Sister tries to read but is afraid -- with a suppressed cry, she fixes her eyes on Henriette -- the worst that can be done has been done against her -- she must go into exile and never see her sister again -- she sinks hopelessly to the ground -

"I am lost -- lost --"

all shudder when they hear it -- strong men and young girls --

Picard in great consternation -

"How I wish I could die -- I do not weep for my own misfortunes -- I have lost her forever and she suffers under these cruel people."

~~Pierrkin~~

Picard: "I believe I have met that very girl. She calls herself Louise --lead by an old woman "

Revert to - Louise and old woman.

"La Frochard" exclaims Picard quickly

Marainne surprised

"She lives in a hovel by the river side. There is a secret entrance through the Rue Mort. It is always guarded."

Off goes Picard after his master -- Henriette starts toward gate --

"Louise! Louise!"

reaches gate and remembers she cannot go.

"No, mamselle, you shall not be sent away."

Marianne points to soldiers who stand like grim statues --

"Louise, Louise. They would force me to leave France and thee -- branded as a fallen woman."

Marianne: "I tell you, you need not go."

Guard: "Another prisoner to complete the list -- Henriette Girard."

"Here, Monsieur"

Marianne steps forward -- so completely taken by surprise is Henriette that she cannot utter a word. Doctor puts hand over Henriette's mouth

"Your sister's fate depends upon your silence."

Marianne crosses to Henriette and folds her in a last embrace.

"It is not you, I am saving, Henriette -- but myself. If I remain, Jacques will find me again."

"For Louise sake, Henriette lets her go -- Henriette throws arms around Marianne -- embrace -- Sister Geneivieve comes slowly out of prison -- all is lost --

"Madame, will you please verify this list."

Officer reads slowly each name -- Henriette's name the last -- Marianne runs to sister's feet --

"Here, mother,"

Sister surprised -- Doctor whispers to her -

"Mother have pity; this exile will ~~xxxxxxxx~~ purify a guilty soul and save an innocent one."

At last she stoops over Marianne's face and kisses her -- falteringly she answers "Yes"

Louise hardly able to walk -- worn away to a shadow - asleep - over her bends Pierre -- crying -- she wakens -- asks to sleep longer - lies down -- tries to cover herself with a few rags -- Pierre watches her like a mother -- she dreams of happier days -

"God, I will love her."

Pierre takes up screw driver -- goes to garret door -- loosens screws - Louise mutters Henriette in her sleep -- startles Pierre -- he goes back to work -- Mother Frochard enters -- Pierre stops work -- goes to wheel -- starts grinding -- Jacques enters --

"No more work for me -- it's disgusting"

turns and lights pipe -- tells Pierre to sharpen his cutlass -- looks at Louise --

"Even cries when she's asleep. I'll make her sing."

Jacques starts to drag her from bed -- Pierre starts as though to stop him -- Mother at fire -- pulls girl to feet -- takes off scarf and shawl -- ties them around her own throat --

"You will shudder more comfortably without hem."

Louise says she will not go out and beg -- Jacques goes toward her -- girl trembles -- Pierre whispers "Take care" Jacques starts to tak her hand.

"I forbid you to touch me" exclaims the poor girl.

"We are no longer friends."

"Friends" Louise says -- rages -- "You may starve and threaten but I will beg no more."

Jacques admires her -- "She is superb"

Mother laughs - "Where is the bread and butter to come from" -- points to garret -- Louise frightened --

"I shall never leave alive."

"Magnificient" says Jacques --

Jacaues tries to kiss her -- she escapes -- Jacques sees Pierre trying to stop her -

"I forbid it."

Jacques threatens -- Pierre runs to corner of room -- blames himself -- sobs like a child -- they drag girl to the garret -- she falls on steps Pierre goes around back -- speaks to her -

"You can escape -- I have loosened the bolts. Nothing worse can happen than what has threatened you here."

Jacques calls Pierre -- Pierre hesitates -- doesn't dare disobey -- curses his own weakness -- Louise on stairs -- Frochard takes a drink -- forces Louise to stand -- pulls her upstairs --

"We'll break your spirit."

aLouise screams in agony --

"Don't kill me."

clings to old woman -- terrified -- has to be shaken off --

Henriette at Salpetriere. When Henriette has gone, Picard given orders by Count to release de Vaudry. That night de Vaudry and Henriette discuss plans for the release of Louise -- Picard gets court warrant for the arrest of Jacques and his mother --

Entrance opening on Seine in dark passage -- leading from the Rue Mort -- de Vaudry goes through passage way -- goes to next Street - watches the movements of guards -- leaves Henriette at entrance of

passage -- cautions her not to leave spot -- Henriette unable to stay any longer alone threads passageway -- Frochard comes down steps from garret -- hears knock at door -- admits Henriette -- asks what she wants -- Henriette places hand on heart -- asks for young girl -- Frochard indignant that she should be called a beggar shows knife grinder's wheel -- Henriette sees scarf around old woman's neck -- sees shawl on the bed - screams -

"It is hers; it was made by my own hands."

Frochard speaks -

"Well, if you must know the truth, I met her -- took care of her -- three months ago -- We sang sometimes in the streets to help support us. The poor bird broke down -- she will sing no more."

Madame Frochard in mock grief - Henriette sinks insensible on the floor. Mother locks garret door -- calls Jacques and exits -- Louise comes out of garret -- descends steps cautiously -- creeps along wall -- reaches door -- locked -- "What shall I do?" Gropes away to bed looking for key goes by sister -- finds key under mattress -- back in direction of door touches clothing of Henriette --

"A woman! She is cold! She is dead. Oh, Heavens, have they committed some terrible crime?"

bends over form again -- feels heart beat --

"Speak! Speak to me"

starts to leave -- afraid -- Mother Frochard and Jacques enter -- grab Louise -- Louise clings to body of Henriette -- she is rudely thrown against stairway -- Henriette aroused -- opens her eyes -- Mother Frochard says "Get her out of the way" -- drag Louise up steps -- accompanying each word with a cruel blow. Girl on the floor cries "Louise" Louise at head of stairs -- Henriette rises -- sees blind girl -- Jacques puts hand over her mouth -- blind girl with additional strength endeavors to escape from old wretch -- who pushes Louise into garret --

has hold of her throat -- Henriette pushes Jacques hand from mouth -- runs to foot of stair -- calls sister -- Louise pushing old woman back runs downstairs -- the two sisters so long separated in a long embrace.

"Henriette -- Henriette!"

"It is you my poor Louise."

"Miserable wretches that you are I will have you punished."

Leads Louise toward door -- Jacques in front of door --

"You shall not go."

Pierre warns him against violence -

Frochard: "If they escape, they will denounce us."

Henriette: "I will cry out;"

Jacques: "She is mine, and I will keep her."

Louise screams pierce Pierre's heart --

Jacques: "You dare to interfere"

Pierre: "I dare;" because you are big and strong you are brave. Let these two women go."

Pierre: "If you refuse -- you have said it, Jacques -- we come of a family who kill."

The Count worried about his conduct toward Henriette -- she has gone --

"There is time to save her -- she must be sent for."

Countess: confession;

"Before I met you, Count de Liniere, I married without my parent's consent -- this child is the blind sister that Henriette was separated from -- save her."

kneeling and in tears, tenderly the Count raises her -- calls clerk

"See that this order is executed without delay."

"My poor Diane, how you must have suffered."

For the first time in their married life, they were united.

Pierre: "Dare to lay a hand on either of them!"

Pierre takes knife he has been sharpening -- Jacques recoils and

Henriette and Louise are clasped in each other's arms -- Mother, now thoroughly frightened -- cries --

"You are brothers"

Pierre: "Yes -- brothers of old -- the sons of Adam -- only this time the parts are changed and Abel will kill Cain."

Jacques makes a pass at Pierre -- clashing of steel -- and Jacques fearful oath -- Jacques weapon is three times as long as Pierre's -- blood flows from Pierre's shoulder -- he is wounded -- Henriette exclaims in a terrible voice -

Jacques: "Isn't that enough, cripple?"

"No -- cut again, for while she is in danger, you may slash my flesh to ribbons. I shall feel nothing."

Jacques springs upon him - Henriette calls "Help, Help." Mother rushes to Henriette -- places hand over mouth -- cries reach the ears of de Vaudrey -- de Vaudrey enters -

"What is this, a ruffian attacking a cripple?"

they retreat from his weapon -- Mother grabs Louise -- Pierre springs to her assistance -- de Vaudrey turns for a moment to discover cause of disturbance -- Jacques raises weapon -- a cry from Henriette just in time to avoid blow -- Jacques springs back to avoid a pass de Vaudrey makes at him --

Jacques: "Ah, you are the lover of her. Take her and leave the little one for me."

de Vaudrey: "Scoundrel."

de Vaudrey attacks and defeats Jacques -- knock on the door --

"Open in the King's name!"

Picard at head of soldiers bursts open door -- Jacques is bound -- sisters in each others arms -- Frochard tries to steal away -- Picard catches her by the war -

"I know nothing about my son's evil ways. Charity."

"Take that male and female villain to the prison of La Roquette."

Jacques: "Stop your whining. Remember that you are a Frochard.

Pierre: "Mother, one word before you go."

Jacques springs toward his brother and upon him ~~like~~ and bends him like a reed over a wheel -- like a wild beast Jacques is ~~lead~~ led away -- Picard dresses Pierre's wounds -- de Vaudry welcomed by Count and Countess .

Countess: "Have you brought my child?"

Pierre: "I remain, Mamselle, to say Good-bye"

de Vaudry: "Pierre is my charge."

~~[illegible]~~.

Louise sight is restored; Pierre rises to be one of the most noted advocates in Paris; Jacques and his mother sent to exile -- Picard is Captain of the Guards--- has a violent passion for the repentant Marianne and marries her -- Henriette to De Vaudrey -

"To be near Louise, my sister, and to be your wife seems too great a joy."

Chevalier - "I love a young girl, as charming as she is pure."
She is a girl of the people."

Countess -- "Would you make such a woman your wife?"

Chev. "Wait until you have seen her."

Countess -- "There is no happiness in such a marriage."

Chev. "this from you who have suffered so much."

Countess -- "How do you know?" (tells story)

" I became a mother - the family honor demanded my child should disappear - they tore the child from me -- How I have suffered!"

Countess meets Louise at church --

Countess -- "My child, can you not see me? Poor child."

She gives Louise money --

Countess -- "Give this to your mother -- and pray for me."

Countess comes to Henriette in apartment --

Countess -- "I am a near relative of the Chevalier - this marriage is impossible.

Henriette -- "Use your power to find my sister. Restore me to her and I care not what sacrifices you ask me to make."

Countes "Louise -- that name is very dear to me.

Henriette tells story -- Countess affected --

Countess -- "Go on, Mam'selle, it is nothing -- then -- the infant fell among good and worthy people?"

Henriette finishes story --

Countess -- "I will leave you now -- we will help you find her - all Paris shall be searched from end to end."

Countess realises it is her child --

"It is she ! -- (low scream)

Wids May 31-1921

D. W. Griffith Buys Film Rights to

"THE TWO ORPHANS"

A sale is now completed by which D. W. Griffith, Inc., obtains the exclusive film rights to Kate Claxton's famous play, ***"The Two Orphans"***.

It is recognized as one of the most popular plays of the last century.

Mr. Griffith intends to apply to it the same elaborate interpretation he did to Mrs. Parker's play "Way Down East."

By the conditions of this sale, ***all other producers*** can be restrained ***from distributing any film*** in which characters or episodes of ***"The Two Orphans"*** are included.

This was recently ***made a matter of court record*** in the ***U. S. District Court,*** 7th N. Y. District, in the case of ***The Selig Polyscope Company*** and ***Kate E. Stephenson,*** plaintiffs, vs. ***William Fox*** and ***The Fox Film Corporation,*** defendants.

The production will be completed in about four months.

Lillian and Dorothy Gish and Joseph Schildkraut the famous European actor, will appear in this film as the central characters of the story.

D. W. GRIFFITH, INC.
A. L. Grey, Gen. Manager
Longacre Building, N. Y.

WORLD

Mr Lloyd.

FOUR IMPORTANT GENTLEMEN

discuss MR. GRIFFITH'S work.

Mr. WINCHELL SMITH says:

"I believe the *greatest event of the theatrical year is 'Way Down East.'* It goes *miles ahead of anything else* accomplished *either in pictures* or in *spoken plays.*"

Mr. DAVID BELASCO says:

"I have had the pleasure of seeing your *superb production* of 'Way Down East.' It is a *masterpiece* in all its *wonderful* details. Please accept my congratulations on an *achievement* which greatly adds to your already brilliant record."

Mr. RUPERT HUGHES says:

"*One of Mr. Griffith's productions is as important* to the art history of the world *as one of Shakespeare's plays.*"

Mr. JOHN BARRYMORE says:

"I have for the second time seen 'Way Down East.' Miss Gish's performance seems to me to be *the most superlatively exquisite* and *poignantly enchaining* thing that I have seen in my life."

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NOW SHOWING AT FORTY-FOURTH STREET THEATRE

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—can you tell that difference which makes one play a success and another a failure—that slight difference so difficult to point out, but which means so much?

—take "Way Down East" for example—not just because we are interested in it . . . but more because it is TODAY'S MOST STARTLING SUCCESS IN PUBLIC ENTERTAINMENT.

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—and where is there even one other film play that has pleased the public enough . . . that is, EARNED THAT $2 you pay to see it . . . to continue even in this one great city AT A PROFIT?

—can you tell WHY "Way Down East" carries this appeal . . . WHY persons return to SEE IT AGAIN AND AGAIN . . . WHY in Providence it played to more paid

admissions than there were people in that city . . . WHY in Pittsburgh it played 18 weeks to nearly $300,000 while the best of the stage plays remain there but one or two weeks?

—OVER 800,000 PERSONS HAVE SEEN THIS PICTURE IN GREATER NEW YORK.

—DO YOU KNOW HUMANITY WELL ENOUGH TO TELL EXACTLY WHY "WAY DOWN EAST" APPEALS TO THE MILLIONS?

—if you understand the appeal in plays WE WILL PAY YOU $300 for your trouble in analyzing this production.

—would you judge by applause? . . . yet the audience applauds A KITTEN FALLING ASLEEP with the Constable and his friends on the sunny front porch!

—applauds David waltzing with his mother in the merry dance at the Bartlett home . . . GASPS AND STIFFENS when Anna meets again the man who WRUNG THE PURE DREAMS FROM HER HEART with a love that was base but charming . . . they STAND and SHOUT and CHEER when the tumult of the roaring ice-break shows David in the perilous rescue of his beloved . . . as the critics say: "THE GREATEST THRILL EVER SEEN ON LAND OR SEA."

—IS THAT IT . . . OR IS THERE SOMETHING DEEPER? Beauty? . . . Of hillside and meadow, and TWILIGHT STREAMS . . . the WARM HOSPITALITY of a New England home, the RICH CHARM of country life?

—gayety? . . . SLEIGH-RIDING over the MOONLIGHT ROADS . . , the ROLLICKING BARN DANCES . . . DROLLERIES of quaint characters . . . horseplay in ROARING MIRTH.

. . . contrasts? . . . Rural simplicity arranged against a GREAT SOCIETY SCENE, lavish ballroom, society women (real) in richest and latest fashions . . . furs . . . silks . . . jewels. Or THAT MORE RIOTOUS AND MORE SECRET SCENE . . . in Sanderson's apartment . . . the old lures . . . that ancient fasci-

nation of wine, and women, and song . . . OR IS IT THAT MYSTIC QUALITY MORE DIFFICULT TO DESCRIBE . . its great humanity . . . that thing in it which made the New York Reviews say of Mr. Griffith's picture . . . "THEY MAKE OTHER MEN'S PICTURES LOOK LIKE TRASH." . . . and of this picture the Boston Herald says . . . "so human it will go sounding down the corridors of Time."

—for there is acting that the best authorities declare is the FINEST THING ON STAGE OR SCREEN today.

—there is thought that has so impressed scores of ministers and moralists, they have declared it THE GREATEST MORAL LESSON ever published.

—club women say it is the GREATEST SINGLE FORCE FOR GOOD that has come to champion the cause of women.

—if you will think about it . . . if YOU will analyze this difference between the great popular success and the average attraction . . .

—if YOU will put your thoughts into a short letter . . .

—WE WILL PAY YOU FOR YOUR TROUBLE $150 FOR THE BEST LETTER . . . $75 FOR THE SECOND BEST . . . $50 FOR THE THIRD . . . $25 FOR THE FOURTH.

—to understand the universal appeal, get more than your own ideas; get the opinions of a young couple, a middle-aged couple, an elderly couple—for you may be unconsciously prejudiced by personalities—by old likes and dislikes.

—we have a serious interest in this offer . . . as it is our duty to serve the public . . . to GIVE to YOU some of THE THINGS THAT MOST APPEAL to YOU . . . and we can only do it by knowing what these things are.

—all letters must reach our office on or before May 20. Address

D. W. GRIFFITH, Inc.
A. L. Grey, General Manager
303 Longacre Building, New York

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Griff. Misc

Bryant 2657.

XXXXXXXXXX XXXXXXXX

#130 West 42nd St.

June 1st 1921.

Mr. John A. Kelly,

Omar, West Virginia.

Dear Sir:

Mr. Earl W. Hammons, President, of the Educational Film Exchanges, Inc., who is a close personal friend of mine has written me relative to your communication to him regarding a Mr. Griffith who seems to be President of the Richmond Photo Players Corporation and presumably intends to establish a studio at Altavista, Va. In Mr. Hammon's letter he wishes me to advise him if Mr. D.W.Griffith, who is the great motion picture producer and who has produced the "Birth of a Nation", and of more recent fame, "Way Down East", is in anywise connected with the above proposition.

I beg to advise that, as attorney for D.W. Griffith, I can positively state that he has no knowledge whatsoever of the above-named corporation and is in no way connected therewith to his knowledge.

I would therefore greatly appreciate it, and of course treat the same confidential, if you would give me all the information you may have relative to whether or not the Mr. Griffith in question is representing himself to be the well-known Griffith of motion picture fame.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AHTB/GD

Bryant 2657.

xxxxxxxxxxxxx

xxxxxxxxx

#130 West 42nd St.

June 1st 1921.

Mr. F.W.Hammons, President,
Educational Film Exchanges, Inc.,
370 Seventh Ave.,
New York City.

Dear Mr. Hammons:

Replying to your favor of the 28th ult., beg to advise that Mr. D.W.Griffith is not connected in any way with the Richmond Photo Players Corporation and knows nothing about this Company. I have taken the liberty this day to write to your communicant, Mr. John A. Kelly, requesting that he kindly inform me as to whether or not the Mr. Griffith in question is representing himself to be the well-known D.W.Griffith of motion picture fame.

Thanking you for calling this matter to my attention, and with kindest regards, I remain

Very truly yours,

AHTB/GD

LIBRARY OF CONGRESS
COPYRIGHT OFFICE
WASHINGTON

IN REPLY QUOTE FILE
NO. 491181 AND ADDRESS
ALL COMMUNICATIONS
"REGISTER OF COPYRIGRTS"
CGD-ERC

June 1, 1921

Gentlemen:

A charge of 50 cents per hour consumed, is provided for by the statute in connection with a service of search and report such as that requested in your letter of May 24. Please send therefore, a money order or draft, for $1.50, repeating your request for information and referring to letter No. 491181.

Enc Setter Slip 9

Respectfully,
THORVALD SOLBERG,
Register of Copyrights,
By [redacted]
Assistant Register of Copyrights.

Messrs. Banzhaf & Pembleton,
130 West 42nd Street,
New York City.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, June 1, 1921.

H.R.Johnston
Assistant Treasurer

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N. Y.

Gentlemen:

You recently forwarded check for $24,000 which we have applied in payment of your loan dated September 13, 1920.

Enclosed you will find interest statement on this loan for $261.33, which amount we shall be pleased to have you forward to our Loan Department. You will also find enclosed your note, which has been stamped "paid".

We are forwarding to you under separate registered cover, the collateral which we held as security to your loan as follows:

300 Shares United Artists Corporation, Pfd. Cert. #9.
222 " " " " Common,
Certificates #38 and 39 for 111 shares each.

Kindly acknowledge receipt of the above stock on copy of this letter which is sent you by registered mail.

Yours very truly,

H R Johnston

Assistant Treasurer.

64-169-6

Wark
Fall Ball

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
NEW YORK

#130 West 42nd St.

Bryant 2657.
TELEPHONE
CABLE ADDRESS
"PEMBAN"

June 1st 1921.

Hon. Edward Dunn,
720 The Rookery,
209 S. La Salle Street,
Chicago, ILL.

Dear Judge:

I am introducing to you herewith Mr. E.E. Moore, our representative in handling the motion picture productions "FALL OF BABYLON" and "MOTHER AND THE LAW" on behalf of the Wark Producing Corporation, one of Mr. Griffith's Companies which exploits those two pictures and which were in turn taken from the photoplay "INTOLERANCE".

Mr. Moore wishes to place before you certain contracts and correspondence which he has had with Messrs. Feldstein and Levy of Chicago relative to the purchase of the picture rights of "FALL OF BABYLON".

Mr. Moore will explain to you that this matter was taken up by another attorney through a Mr. Seligsberg of this City, who was receiver for the Wark Company until its recent discharge in Bankruptcy. As we do not know Mr. Pflaum, the attorney whom Mr. Seligsberg called into the matter, Mr. Moore will arrange to settle our bill with him and obtain from him a statement as to what he has done relative to this matter so that you may be fully advised thereof.

We would appreciate it if your would kindly take charge of this matter from now on and push the same to a final conclusion.

With kindest regards and best wishes, I remain

Very truly yours,

AHTB/GD

Bryant 2657.

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130 W. 42nd Street.

June 1st 1921.

Mr. Walter N. Seligsberg,
43 Cedar Street,
New York City.

Wark v. Feldstein and Levy.

Dear Walter:

Beg to acknowledge receipt of your favor of the 23rd ult. relative to the above matter, and in reply thereto beg to advise that Mr. Moore is leaving for Chicago today and will see Mr. Pflaum and will settle the matter with him directly.

I would therefore suggest that you write Pflaum to this affect and advise him that Mr. Moore will be in to see him in the course of a few days.

With kindest regards, I remain

Very truly yours,

AHTB/GD

Two Orphans.

Bryant 3657

XXXXXXXXXXXXX

XXXXXXXXX

130 West 42nd St.

June 1st 1921.

Mr. J. C. Epping,
1476 Broadway,
New York City.

Dear Mr. Epping:

Will you kindly send me at once check of the D.W. Griffith, Incorporated for the sum of $5000. to the order of Kate E. Stevenson, same to be the first payment on account of purchase of motion picture rights for the story entitled "The Two Orphans". A further payment of $5000. will be due on January 2nd next.

Kindly do this at once sothat I can close this matter with Mr. Burkan, Miss Stevenson's attorney.

I also beg to advise that I spoke to Mr. Griffith about Graves contract and he said that he thought it would be advisable not to exercise the option to renew the same. This contract will expire July 28th next and I would suggest that you speak to Mr. Griffith about taking up with Graves his immediate release if he can get another contract which widl save carrying him to the 28th of July.

I have advised the United Artist Corpora tion to make the payments to the Central Union Trust Company on Saturdays as requested.

Please make a note of the payment due to Cravath & Henderson.

Very truly yours,

AHTB:MD

Allied Artists

Bryant 2657.

cxxxxxxxx

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#130 West 42nd St.

June 1st 1921.

Mr. Hiram Abrams, President,
United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Abrams:

I beg to acknowledge receipt of Mr. Praeger's letter to Mr. J.C. Epping, Treasurer of D.W.Griffith, Inc. under date of the 24th ult., relative to the Allied Artists Ltd., handling Mr. Griffith's motion picture productions "WAY DOWN EAST" and "DREAM STREET" in the United Kingdom.

The payments referred to in the first paragraph of said letter to be made to the Central Union Trust Company on account of "Dream Street" should be made commencing with the week ending June 4th 1921, the sum of at least $10,000. weekly for the ensuing eight consecutive weeks and thereafter the sum of at least $12,000. weekly until the total sum of $250,000. with interest is paid, as per the terms of our letter addressed to your Corporation under date of May _____ 1921, the original of which we handed to the Central Union Trust Co., and a copy of which I attach herewith for your information.

That paragraph should be also changed so that the $12,000. to be paid weekly to D.W.Griffith Incorporated as a further advance on "Dream Street" beginning with the week ending July 2nd 1921 should total thirteen (13) payments of $12,000. weekly with an additional payment on the 14th week of $4,000., making a total of all payments of $160,000.

The consideration of which advances the D.W.Griffith Incorporated will deliver to the English Company, Allied Artists Ltd., prints of "Way Down East" which photoplay is to be road-showed in the United Kingdom through your organization under the supervision and absolute control of one or two men designated by Mr. Griffith. These men are to be on the pay-roll of the Allied Artists Ltd. and will send out separate units or organizations consisting of publicity or advance men, Company manager, musicians, orchestra leader and operators and all other necessary attaches to properly road-show the picture in the United Kingdom similar to the method adopted by Mr. Griffith in road-showing "Way Down East" in this Country. The total net receipts received by these units are to be deemed the gross

receipts received by the Allied Artists Corporation, 70% of which is to be the share of D.W.Griffith Incorporated, and 30% to the Allied Artists Ltd., out of which 30% the Allied Artists Ltd. is to pay the salaries of the two men designated by Mr. Griffith and all overhead expenses other than that which may be incurred by the separate road-shows as above mentioned.

The photoplay, "Dream Street" is to be handled similar to the method which you are now handling "Pollyanna" in the United Kingdom.

With this object in view, we should immediately take steps to procure a theatre in London that "Way Down East" may receive its first showing in the early Fall, September or October next.

Very truly yours,

AHTB/GD
Enc.

ALICE KAUSER
DRAMATISTS' AGENT ❧ PLAYS
1402 BROADWAY, NEW YORK
CABLE ADDRESS: LINADORE, NEW YORK

MOTION PICTURE DEPARTMENT
R. L. GIFFEN
MANAGER

June 2, 1921

Mr. D. W. Griffith,
Griffith Studios,
Mamaroneck, New York

Dear Mr. Griffith:-

In connection with your published announcements with reference to your forthcoming production of "THE TWO ORPHANS", may I call to your attention that the play is thoroughly protected abroad, the copyright protection having many years yet to run, and unless it is your plan to make the picture merely for American distribution it would seem very much to your interest to secure a title to the foreign rights to the play. I should be glad to discuss the matter with you or with Mr. Gray at any time suited to your convenience.

Very truly,

At a Special Meeting of the Board of Directors of D. W. Griffith Incorporated, held at the Studio of the Company, at Mamaroneck, County of Westchester, State of New York, on the 2nd day of June, 1921, at 2 o'clock, P.M.

P R E S E N T: MESSRS. DAVID W. GRIFFITH
LEE BENOIST
J. C. EPPING
-and-
ALBERT H. T. BANZHAF,

constituting a majority of the Board of Directors and a quorum.

Mr. Griffith presided and called the meeting to order and Mr. Banzhaf recorded.

Mr. Banzhaf stated that Mr. Grey, one of the absent directors, consented to the meeting being called and would subsequently sign a waiver thereof.

Mr. Benoist stated that Mr. Counselman would also waive notice and consent to the transaction of any business that may come before the meeting.

Upon motion duly made, seconded and carried, reading of the minutes of the last meeting of the Board of Directors and of the Executive Committee was duly waived.

The treasurer, Mr. Epping, stated to the Board that an estimated profit and loss statement for the six months ending June 30th, 1921, which showed that the Corporation had earned a profit of at least $200,000. for the six months' period and that therefore this fund, after the deduction for depreciation of buildings and plant, taxes, etc., was available for dividend purposes and was sufficient to pay the sum of 50¢ per share on the Class A shares for the year from July 1st 1920 to June 30th 1931, making a total dividend paid by the Corporation for its first year of business the sum of $1.50 per share.

After due consideration the following resolutions were unanimously adopted:

RESOLVED, that there be and hereby is declared from the surplus of profits of the Company a second dividend of 50¢ per share on the outstanding Class A shares of D. W. Griffith Incorporated, payable July 22nd 1921 to stockholders of record at the close of business on July 1st, 1921, and that the Treasurer is hereby instructed and authorized to give due notice of such dividend and to pay or cause the same to be paid on the date specified, and

BE IT FURTHER RESOLVED, that the Secretary be and he hereby is authorized to send out proper notices thereof and to file and deliver certified copies of the aforesaid resolution and affix the corporate seal thereto, with such persons, firms or corporations as may be deemed advisable.

There being no further business to come before the meeting the same duly adjourned.

. . . . . .

Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

IN THE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

OFFICE OF
WM. H. MOORE, JR.
TRUSTEE IN BANKRUPTCY
704-6-7 HIGGINS BUILDING
2ND & MAIN STS.
LOS ANGELES, CAL.

TELEPHONES:
MAIN 4622
HOME 10112

IN THE MATTER OF
Goldstein Co., L.A. Inc.,
BANKRUPT

Adams, Adams & Binford.
ATTORNEY FOR THE TRUSTEE

June 2, 1921.

Percy E. Towne, Esq.,
Chronicle Building,
San Francisco, Cal.

Dear sir:

Your favor of May 31st is received. I return herewith the two checks which you enclosed, duly endorsed to Mr. Goldstein. I am also enclosing the office copy of the claim which you filed against the Wark Producing Corporation.

I was in New York last month, and personally notified Messrs. Zalkin & Cohen, Attorneys, 51 Chambers Street, that I had nothing to do with the affairs of Simon Goldstein, and that these checks should be forwarded direct to him. I had previously notified the Wark Producing Corporation through its President and its Receiver, that I had no connection with Certificates Nos. 127 and 128. The difficulty seems to have arisen through the corporation scheduling these two certificates in my name as Trustee of Simon Goldstein.

As the composition settlement is now consummated and Mr. Goldstein has the notes payable to himself, I do not see how anything further from me is required.

Yours truly,

Wm. H. Moore Jr.
Trustee.

c/6/2/21

Albert Grey

Savoy London

Sending you cable care Bowles Paris.

D. W.

c 6/2/21

Cable to Grey --

Closed both pictures here with United Artists. East to be handled as road shows under our supervision under absolute control as long as profitable. Other proposition impossible as these terms are better and money would not come in on other even if as good in time. Stop Advise when you expect to return as Europe is expensive and we need all spare change here. Kindest Regards.

Griffith

Cable to
A. L. Grey

Have closed both pictures here with United Artists.

East to be handled as road shows our supervision.

When do you ~~xxxxxx~~ return?

Banzhaf

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Copyright

Bryant 2657.

xxxxxxxxxxxxxx xxxxxxxx

#130 West 42nd St.

June 6th 1921.

Library of Congress,
Copyright Office,
Washington, D. C.

In Re: #491181.

Dear Sirs:

Referring to letter #491181 in connection with a service of search and report such as we requested in our letter of May 24th, I enclose herewith certified check for $5.00 in payment of this service.

If there is anything left over, kindly credit it to my account, and oblige

Very truly yours,

AHTB.GD
Enc.

DWG Chu

xxxxxxxxxxxx

Bryant 2 657
xxxxxxxxx

130 West 42nd Street

June 3rd 1921.

Central Union Company of Illinois,
135 West Monroe Street,
Chicago, Ill.

Gentlemen:

Please send all matters relative to the Corporation of D. W. Griffith, Incorporated, to J. C. Epping, Orienta Point, Mamaroneck, New York, and send to the above address the transfer sheets and personal correspondence.

Very truly yours,

AHTB:MD

June 3, 1921.

Deferred Cablegram to

Howbau

Paris (France)

For Albert Grey. Dont understand why hurt merely reminded we must be careful spending money unnecessarily making trips short as possible. No complaint of what has happened but all must use care in future. Thought you understood ninety thousand meant cash. Delayed payments made proposition impossible. If go Berlin be careful ~~to~~ our pictures are not shown directors or producers. Dont want educate them further. See their pictures first. Dont show ours unless sure real advantage otherwise prefer keep them out of Germany. In no case let them be seen by producers or directors.

Kindest regards.

D. W. [redacted]

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

June 3 rd,1921.,

Recieved from D W Griffith Inc. Pay Roll Check # 7635
to the amount of $ 1000. for week ending June 19 th,1920.

& Lillian H. Gish
Signed.

J. L. PARRISH
M. H. COHEN
T. J. GUTHRIE
L. B. COHEN
J. L. PARRISH, JR.

PARRISH, COHEN & GUTHRIE
ATTORNEYS AND COUNSELLORS AT LAW
REGISTER AND TRIBUNE BUILDING
DES MOINES, IOWA

June 3, 1921.

D. W. Griffith, Inc.,
303 Long Acre Building,
1476 Broadway, New York, N. Y.

Gentlemen:

We to-day sent you the following telegram:

> "Send us all information you have in regard to Register and Tribune Advertising claim. Stop. To whom did property attached belong?"

We would like to be advised what your arrangements were with the Register and Tribune Company who have brought suit against D. W. GRIFFITH in the municipal court here. Please advise us whether or not this defendant is properly named or whether it should be D.W.GRIFFITH, INCORPORATED.

As we understand it there was certain money deducted from the "Way Down East Company" by the receiver who was appointed in the state courts for the purpose of paying the extra advertising. This money has been turned over by the receiver to the trustee in bankruptcy and from the information we obtained, this money has been expended and it will, no doubt, be necessary for us to file a claim with the trustee in bankruptcy for the purpose of recovering this money if these facts are true.

We understand that a Mr. Benson, of your company, knows something about this contract in reference to setting aside this money and we further understand that the money that was set apart and deducted out of the proceeds was to cover the extra advertising, not only for the Register and Tribune, but also for the other two newspapers here. We would like to be advised fully in reference to these matters in order that we may prepare the proper defense, and also, for the purpose, if necessary, of filing a claim in the bankruptcy proceedings.

If you have not been advised fully the Adams Theatres Company was placed in the hands of a receiver in the state courts. This covered a period of about five (5) days when a petition in bankruptcy

was filed and they were afterwards adjudged bankrupts. Prior to the appointment of the receiver, which was on the 14th day of May, we notice in the petition filed by the Register and Tribune Company, there was something like $267.68 advertising contracted, either by the "Way Down East Company" or the representative of the D. W. Griffith Company.

We would like to be advised in reference to this fully because even if we should succeed in making a claim for the money in the hands of the trustee in bankruptcy, there would still be an indebtedness, according to the petition of the Register and Tribune Company, in the amount above stated.

Kindly give us all the information you have in reference to the matter and advise us by whom we can prove these various statements.

Yours very truly,

Pamish Cohen & Gutthne

TJG.BBM

GUEDALLA, JACOBSON & SPYER

COPY

3rd June, 1921.

Dennis O'Brien, Esq.,
1482, Broadway, New York
U.S.A.

Dear Mr. O'Brien,

Allied Artists Corporation, Ltd.

In reference to my firm's letter of the 7th April last, and further letter of the 4th ult., I beg to state that the Secretary of the Company has now made out, and the Directors have issued eight share certificates for 7,500 shares altogether. I have seen the various registered shareholders, and have obtained from each of them the relevant transfers signed by them in blank. Each transfer is undated.

No registered share can be transferred in this country without a deed of transfer properly stamped. The authorities will not stamp a deed of transfer unless the name of the transferee appears thereon, and the date of the transfer is clearly set forth.

The trouble of people acting on deeds of transfer signed in blank in this fashion is that as time goes on they forget that the transfer has been signed in blank, and then something happens to the transferor, he dies, or he becomes a lunatic or he becomes insolvent.

It is not in practice therefore desirable to let matters drift too long in connection with transfers signed in blank.

With regard to the seven signatories' shares of £1 each, we do not suppose it will very much matter if there were any trouble in connection with them, because, after all, they are only £1 each, - although sometimes on a re-organisation it is very

troublesome to have some outstanding share.

For the moment, however, it may be desirable that things should be as recorded.

The important certificate, however, as to which we commend you to give consideration is that issued in the names of Mr. Berman and myself. The question is, how long this should be allowed to stand on the register of the Company in this fashion? What I would suggest is that you or Mr. Abrams should make a note to discuss this with me when you come over; for the time being, of course, there is no need to think of taking action.

With regard to the signatories other than myself, for your information I may tell you that Mr. Reed is a Solicitor who has been in this office upwards of 30 years; Mr. Moseley is our cashier, who has been associated with us for some 18 years; Miss Joseph is my secretary who has been with me for 11 years; Mr. Collings is my managing clerk who has been with me for over 20 years; Mr. Tindall is another managing clerk of mine who has also been here for 12 or 15 years; and Mr. Dow is Mr. Jacobson's secretary who has been with us nearly 20 years. So that you see I have selected for you persons who can thoroughly be trusted.

What I am writing above is somewhat academic, but lawyers never know in this world what is going to happen.

Tomorrow morning my secretary Miss Joseph is going to the Guaranty Trust with a letter and schedule, as per the enclosures. I do not think there will be any need further to write to you on the matter, unless it turns out that the Manager of the Guaranty Trust Company wants the deposit made in some

different fashion. You will observe that I have asked the Guaranty Trust Company to write direct to Mr. Hiram Abrams as to the deposit of the shares and of the transfers.

Believe me,

Yours sincerely,

F. M. Guedalla

Encs.

3rd June, 1921.

The Manager,
Guaranty Trust Company
50, Pall Mall, S.W.1.

Dear Sir,

Allied Artists Corporation, Ltd.
and Mr. Hiram Abrams

We have been instructed by Mr. Dennis O'Brien, his attorney-at-law, to deposit with you, on behalf of Mr. Hiram Abrams, of 729, Seventh Avenue, New York, U.S.A., certificates for 7,500 fully paid shares of the above-mentioned Corporation, together with undated transfers signed in blank in respect thereof, as per the accompanying schedule, which we enclose in triplicate. We shall be much obliged if you will be good enough to return to us one copy of such schedule, signed as thereon indicated.

Please hold the said certificates and transfers to the order of Mr. Hiram Abrams, and deal with the documents according to his cabled or written instructions. Perhaps you would also kindly advise him that you so hold the said certificates and transfers.

We are, dear Sir,

Yours faithfully,

THE ALLIED ARTISTS CORPORATION LIMITED

and

HIRAM ABRAMS

SCHEDULE OF DOCUMENTS

accompanying letter of Messrs. Guedalla, Jacobson & Spyer to the Guaranty Trust Company, dated 3rd June 1921.

Cert.	No.	1	for	1 share	in name of Mr.F.M.Guedalla,	with undated transfer signed in blank attached.
"	2	1	"	"	Mr. S.D.Reed	"
"	3	1	"	"	Mr.H.A.Moseley	"
"	4	1	"	"	Miss E.Joseph	"
"	5	1	"	"	Mr. S.B.Collings	"
"	6	1	"	"	Mr. E.G.Tindall	"
"	7	1	"	"	Mr. James Dow	"
"	8	7493	"	"	Mr.F.M.Guedalla and Mr.A.C.Berman	"

RECEIVED of Messrs. Guedalla, Jacobson & Spyer this day of June, 1921, the above-mentioned documents.

D. W. GRIFFITH . . . PRESIDENT
A. L. GREY . . . VICE PRESIDENT

A. H. T. BANZHAF . . SECRETARY
J. C. EPPING . . . TREASURER

D. W. GRIFFITH, INC.

A. L. GREY . GENERAL MANAGER

WAY DOWN EAST

EXPLOITATION · DEPARTMENT

807 LONGACRE BUILDING, NEW YORK CITY
TELEPHONE . . . BRYANT - 5293 - 5294 - 8320.

June 3rd, 1921

Dear Mr. Banzhaf:

I am sending you herewith correspondence on the Australian proposition which explains itself. After you have finished with same won't you please return it to me, and oblige.

Yours very truly,

J. J. McCarthy

Mr. Albert H.T. Banzhaf,
Bush Terminal Building,
West 42nd Street,
New York City.

*Encls.

Two Orphans
Corresp

xxxxxxxxxxxxx

xxxxxxxxx

102

130 West 42nd St.

June 3rd 1921.

Mr. Nathan Burkan,
1451 Broadway,
New York City.

Dear Mr. Burkan:

I beg to acknowledge receipt of your favor of the 27th ult. together with Contracts for the purchase of the motion picture rights of "The Two Orphans" and in reply thereto I am enclosing said Contracts duly signed by D. W. Griffith, Incorporated and also the Guara ntee thereto affixed signed by Mr. Griffith personally, together with check to the order of Kate E. Stevenson for the sum of $5,000. first payment as per terms of said contract. Will you kindly have the original signed by Mrs. Stevenson at once and return to me?

Thanking you for your attention to this matter, I remain

Very truly yours,

P.S. On page 6 of said Contract, the end of the 9th paragraph, kindly change the pronoun "him" to "it" in both copies.

AHTB

AHTB:MD
Enc. 3

FAMOUS PLAYERS - LASKY CORPORATION

Paramount Pictures - Artcraft Pictures

LASKY STUDIO

1520 VINE STREET

HOLLYWOOD, CALIFORNIA

June 4, 1921.

Mr. D. W. Griffith,
Longacre Building,
New York, N.Y.

Dear Mr. Griffith:

Mr. Daniel Frohman has informed me that the Actors' Fund intends to extend its benefits to the motion picture profession, especially in view of the big actors benefit which has just been held here. I reminded him that the idea of motion picture branch of the Actors' Fund originated with the movement which we started in the late fall or early winter of 1918-19, when the War Relief Association was formally disbanded.

You will recall that I was authorized at that time to organize a motion picture fund on the lines of the Actors' Fund, and also that the project was allowed to lapse because it seemed to interfere with the activities of the Actors' Fund and because two such organizations would overlap and might create friction. At that time I had the promise of the Actors' Fund verbally conveyed to me thru Mr. Lasky that some definite steps were to be taken to include the motion picture field in the Actors' Fund activities and benefits. The present possible intention of the Actors' Fund to now create such a branch or extension of its benefits is, I think, legitimately an outcome of our previous efforts.

May I not suggest that you personally endorse this letter of mine or write one of your own to encourage and urge the carrying out of the expressed intention of Mr. Frohman? It is very obvious that when the Actors' Fund appeals to picture people for a considerable part of its support, it should extend its benefits to the picture profession.

Kindest personal regards,

Very truly yours,

Frank E. Woods

FEW/LP

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

June 4th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negative
Greatest Question		157		
Dream Street		106536		
Lab. Mach. Tests	30			
Tests (U-3)	4595			3537
Picture U-3			11669	9702
	4625	106693	11669	13239

Positive Stock Used

Eastman	95399
Bay State	0
Belgian	27588
Agfa	0
	122987

Negative Stock Used

Eastman	13239

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

June 4, 1921.

1st Payment

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, New York.

WOODHOUSE & CO. CHECKING ACCOUNTANTS
JUN 7 1921
EXAMINED

Dear Sirs:

We beg to advise you that we have this day received from the United Artists Corporation their check for $10,000. same to be applied on account of your demand note dated May 11th with this company for $250,000.

Very truly yours,

Assistant Secretary.

E. F. S.

WHS/HGH
BANKING

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address "Notromco"
Madison Avenue and 60th St.
Cable Address "Guarmadis"
268 Grand Street
Cable Address "Guargrand"

Foreign Offices
Cable Address "Garritus"
London Paris
Liverpool Havre
Brussels
Constantinople

New York, June 4, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
c/o J. C. Epping,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We have today received from the United Artists Corporation the following checks:

Check on Canada	$210.00	
Less discount 10½%	22.05	$187.95
Check (New York funds)		3642.99
Proceeds		$3830.94

We have applied the above proceeds in reduction of your loan to $110,565.85.

Yours very truly,

Assistant Treasurer.

66-169-2

WSA $ 192,553.00
Canadian 11,881.10
$ 204,434.10
315,000.00
204,434.10
110,565.85
OK

AMERICAN BANK NOTE CO. LITHO.

Atlanta
Baltimore
Billings
Birmingham
Boston
Buffalo
Charlotte
Chicago
Cincinnati
Cleveland
Columbus
Dallas
Denver
DesMoines
Detroit
Fargo
FtWayne
Houston
Indianapolis
Kansas City
Lincoln
Little Rock
Memphis
Milwaukee
Minneapolis
New York
Oklahoma City
Omaha
Philadelphia
Pittsburgh
Portland
St.Louis
Salt Lake City
San Francisco
Sioux City
Sioux Falls
Wichita

Telephone, Haymarket 6100

Alfred Washington
Western Adv. Mgr.

Western Newspaper Union

Lists
of
Country Town Newspapers

Established 1865.

Adams and Desplaines Streets, Chicago.

June 4, 1921.

Mr. A. B. Benson, Mgr.,
"Way Donw East" Co.,
303 Longacre Bldg.,
New York City, N.Y.

Dear Sir:

Your favor of the 3rd to hand.

We are returning the bill showing that you paid us $75.71, as you suggest.

We are also acting on the suggestion contained in your previous letter that we should bill the Receiver for the balance, but as before stated, we do not see how we can look to him for payment inasmuch as the contract was made with your representative, Mr. Mitchell. It occurs to us that it will be much easier for you to get the money from the Receiver, for the reason that you made your arrangements with him.

We trust, therefore, that you will be kind enough to send us your check for $32.45, the balance due, and should the Receiver pay the bill we send, we will promptly endorse his check and forward it to you.

Yours very truly,

Alf. Washington

AW*B
Enc.

COPY

A.C. Berman, Esq.
Allied Artists Corporation, Ltd.
86-88, Wardour Street. W.

6th June,1921

Dear Mr. Be man,

Allied Artists Corporation, Ltd.
and Mr. Hiram Abrams

This is to record that you handed to me on the 25th ult. Share Certificate No. 8 for 7493 fully paid shares in the above-mentioned Company, together with an undated transfer signed by yourself. I also have signed it, and in accordance with what I have informed Mr. Hir am Abrams through Mr. Dennis O'Brien that I would do, I have deposited the said share certificate and transfer with the Manager of the Guaranty Trust Company at Pall Mall.

I would like you to acknowledge receipt of this letter, and take note of the matter, because, with regard to the said share certificate and transfer, as you are aware, we are merely nominees, and the money which was used for making the said 7,493 shares fully paid was furnished by Mr. Hiram Abrams.

I am not as yet aware what disposition Mr. Abrams intends to have made with regard to the said shares.

Believe me,

Yours sincerely,

F.M. Guedalla

WDE
PS Foreign

Bryant 2657.

xxxxxxxxxxxx xxxxx xxxx

130 West 42nd St.

June 6th 1921.

Mr. J. S. Epping,
D. W. Griffith Inc.,
#1476 Broadway,
New York City.

Dear Mr. Epping:

I am enclosing herewith correspondence had with United Artists relative to Foreign exploitation of "Way Down East" and "Dream Street" for your guidance.

I also enclose herewith proposed letter to Dorothy Gish for you to write and have Dorothy accept. I would do this by making an extra original copy and have Mr. Griffith hand it to her and she sign it at once so that she will not take it to outsiders.

Very truly yours,

AHTB/GD
Encs.

To D. W. Griffith Incorporated:

Gentlemen:

In consideration of your Company permitting me to take a leading part in the production "The Two Orphans" and in consideration of the personal direction of Mr. D. W. Griffith in lieu of an increase in salary of $250. per week beginning with June 6th until the completion of the picture, notification of which will be served on me, I hereby waive any and all rights which I might have to a participation in any of the profits derived from the production and release of the photoplay entitled "The Two Orphans".

This, however, is not to be considered as a waiver of my percentage in any other productions which may be made at the Griffith Studio pursuant to my contract in which I may be starred.

Very truly yours,

Dorothy Gish

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

file 6/6/1921

June 6th 1921.

Mr. J.J.McCarthy,
1476 Broadway,
New York City.

Dear Mac:

Answering your favor of the 3rd inst. relative to Australian rights "WAY DOWN EAST", "BROKEN BLOSSOMS" * and "LOVE FLOWER" and the letter of Mr. Johnson addressed to you under date of June 1st relative to submitting the price of $60,000. to their board of directors and advising us by the end of July as to their action, I beg to advise that this apparently will be satisfactory, since we are not withdrawing these pictures from the market and therefore if we should receive any other satisfactory offer we need not await the action of the Australasian Films, Ltd.

In Johnson's letter he states "It is also understood that you desire to send a representative to act on your behalf in Australia". I believe you should call it to his attention that the salary and expenses of this representative while in Australia should be borne by the Australasian Films, Ltd. and I believe it is fair that we should pay his travelling expenses to and from Australia.

I would also appreciate it if you would offer these people the "FALL OF BABYLON" and "MOTHER AND THE LAW" for $10,000. or thereabouts on practically the same terms.

I am re-enclosing your cablegram and letter as requested.

Very truly yours,

(*) "DREAM STREET"

AHTB.GD
Enc.

New York City.
June 6, 1921

Parrish, Cohen & Guthrie,
Register & Tribune Building,
Des Moines, Iowa.

Gentlemen:

On my arrival here today, I was given your letter of the 3rd., relative to the case of the REGISTER & TRIBUNE against D.W. Griffith Co., and requested to give you, as far as possible, the information you desire.

For your information, I was the manager of the company presenting "Way Down East" which played Des Moines recently.

A certain amount of what we term "Extra Advertising", that is, advertising over and above what is considered the regular house advertising, was agreed upon by Mr.Adams, his house manager Henry Weiman, and Mr.R.A.Mitchell, advance business manager of the "Way Down East"Co. Our Mr.Mitchell later went around to the different newspapers to explain the advertising campaign agreed upon and to give them the various advertising copy. This is the usual custom everywhere, and it may be safely stated that the newspapers in any city thoroughly understand that theatrical advertising so placed is to be charged to the theatre presenting the attraction advertised. As being more familiar with a rather complicated advertising campaign, our Mr.Mitchell simply went to the newspaper offices to explain when the various "copy" was to be published and how set up in the composing room. I very much doubt if any newspaper in Des Moines or elsewhere would have granted the credit for that amount of advertising to an entire stranger if they had not known the Berchel Theatre was back of the order.

I am certain that if you can get a look into the books of the different Des Moines newspapers you will find that this advertising was originally charged to the running account of the Berchel Theatre, or the Adams Theatre Company. I was informed that at least one set of these advertising bills in question were made out to - Fred Buchanan, Receiver for the Adams Theatres Company, and it was not until towards the end of the week ending May 21st. when, presumably realizing, that being in the hands of a Receiver there was nothing of the theatre property or receipts that could be attached, ~~that~~ it occured to the legal advisors of the Register & Tribune, to attach the property of "Way Down East" Co. by making "D.W.Griffith" a party to the claim.

Under normal conditions the various newspapers would have presented these advertising bills to the Berchel Theatre who would

paid them in the usual way.

In view of an extra advertising campaign in which the theatre and attraction share as per percentage of terms of contract, an extra advertising schedule is made out by either the theatre management or the attraction's representative and mutually O.K'd and signed as to their respective shares of the gross cost.

In this case the attraction's 70% share of newspaper advertising bills amounted to $1008.11

After our first two or three performances, the then State Receiver Fred Buchanan, began to deduct from the company share of gross receipts, the amount due from the company for this extra advertising, and before Mr.Buchanan was superceeded by the Federal Receiver, Mr.Drennan, this amount had been deducted and receipts given for same. In addition to the receipted scheduled voucher for this extra advertising, all itemized, I obtained receipts from the house manager,Henry Weiman for the various amounts as they were deducted,these receipts specifying that the monies were to be applied to the company share of extra advertising.

It was during the middle of our first week's engagement at Des Moines, and while Mr.Buchanan was Receiver, that the Register & Tribune attached the film and motion picture machines to cover their b ll of advertising in total for advertising the "Way Down East" engagement.

In the Writ served on me as the company's representative, "D.W.Griffith" was named as a party to the claim. As a matter of fact, Mr.D.W.Griffith is not the personal owner of the attraction or its equipment. The attraction is owned and operated by the D.W.Griffith, Inc.

Of course, the amount deducted from our share of receipts totalling $1008.11 for newspaper advertising, was for the advertising published in the NEWS and CAPITAL, in addition to the REGISTER & TRIBUNE.

In regard to your information that in the petition filed by the Register & Tribune prior to the appointment of a Receiver, there was an item of "something like $267.68 advertising contracted,either by the "Way Down East" Co. or the representative of the D.W.Griffith Company." I can only presume that this amount represented the amount of advertising done up to the time the petition was filed. On checking up the schedule of advertising published up to about that time,

(3) - PC&G

the amount of $267.68 would be approximately correct,depending on the exact amount of advertising done at the time the petition was filed.

However, you will please remember that the entire amount of our share was deducted, and that the later claim filed in the Writ of Attachment naming the sum due as $806. if I remember the amount right, would include the other amount of $267.68.

Former Receiver Fred Buchanan told me that he had turned over the money deducted from our share, intact to the Court, and that on his statement of monies received he had specified that $1167.71 of this money was deducted from the "Way Down East" co. share of extra advertising. The difference between $1008.11 and $1167.71 being money deducted for our share of extra billing, (bill-board advertising) and which bills I was told before leaving, by one of the creditors involved, had been paid by the Federal Receiver Drennan.

The financial statement of Mr.Buchanan, referred to above, is on file at the Court.

Federal Receiver Drennan told at least Mr.Johnson,business manager of the "NEWS" that he had the money representing the share of the "Way Down East" Co. for the newspaper bills and that he was only waiting for an order from the Referee to pay out this money - our money. He probably told the business managers of the other newspapers the same thing for no effort was made to keep this fact secret. Mr.Buchanan had previously told the newspaper managers the same thing.

It only remains to be pointed out to you that this money so deducted by order of the Receiver, was not the theatre money, but as much the "Way Down East" company money as the balance of the share I demanded and obtained at each performance. Being in possession of the Box Office and the money obtained by sale of tickets for our performances, they simply withheld the money referred to in order to pay the company share of newspaper advertising bills previously agreed to between the theatre and attraction's representatives.

I am enclosing copies of the personal receipts for the company share of money deducted for this extra advertisjng. The signature of initials following "Berchel Theatre" are those of Henry.J.Weiman, the house manager for the Berchel Theatre,representing Mr.Adams.

Please command me if there is anything further I can give you in the way of information.

Yours very truly

Manager "Way Down East" Co.

 June 6/21

Why You Pay $50 To See Men Fight!

It is reported 75,000 persons from all parts of the world will see the Dempsey . . Carpentier fight.

$50 a seat . . and traveling expenses . . . the cost!

Why?

Because it has the elements of great drama.

You are interested in the polished challenger . . Carpentier!

Equally . . and more interested in the unbeaten Dempsey!

There you have it!

Interest in the characters—

Thrills in what happens to them!

That is exactly why the most popular entertainment in the theatre today . . . *interesting characters . . thrills in what happens to them* . . is

D. W. GRIFFITH'S

play of unbelievable fascination

Way Down East

Forty Fourth Street Theatre

41st WEEK—SUMMER PRICES

COPY

7th June 1921

THE ALLIED ARTISTS CORPORATION LIMITED

to

GUEDALLA JACOBSON & SPYER

1921			
Feb. 22 to 1921 March 15	TO OUR PROFESSIONAL CHARGES in connection with the formation of the Company comprehending the preparation of Memorandum and Articles of Association and attendances and correspondence in connection therewith preparation of the necessary papers and documents required by Statute and attendances at Somerset House lodging same and Memorandum and Articles and paying duties and fees, including incidental work down to the date of its first allotment, (but not including preliminary work before the Company came into existence, nor general work since the Company came into existence its organisation or advising thereon or the preparation of draft license for Miss Mary Pickford, and constant communication with not only Mr. Berman but with Mr. Dennis O'Brien hereon)		£262.10.0
	Disbursements		
	Duty and fees on Registration	£82.10.0	
	Sir J.Causton & Sons Printing a/c	85.10.0	
	Cables	2.13.0	
	Company Seal	2.12.6.	
	Petty Disbursements	3. 1.8.	
			176.7.2.
			£ 438.17.2

COPY

7th June, 1921.

The Secretary,
The Allied Artists Corporation, Ltd.,
86-88, Wardour Street, W.

Dear Sir,

As you have asked, in connection with your Statutory meeting, what are the preliminary expenses of the company, we herewith beg to enclose you a note of our charges and disbursements. It may be that in our haste we have omitted to include some disbursements; we will make enquiries and if there are any other disbursements, we will let you know in the course of the next few days.

For the purposes of the Statutory Report, your preliminary expenses, according to the enclosed account, are £438.17.2.

With regard to the different other matters which we have indicated in our account that we are not charging at present, we propose to render you a further bill at an early date.

We should be pleased if you could kindly let us have a cheque for £438.17.2. at your convenience, as then we will be able to inform Mr. Dennis O'Brien that we have received same, and this will release a certain sum of money with which he provided us in connection with the registration of the Company, and we will then hold the said money so released to Mr. O'Brien's instructions.

We are, dear Sir,

Yours faithfully,

Guedalla, Jacobson & Spyer

The Boston Post
ESTABLISHED 1831

E. A. GROZIER, EDITOR AND PUBLISHER BOSTON, MASS.

June 7, 1921

Mr. D. W. Griffith,
Long Acre Bldg.
42nd St. & Broadway, N.Y.

My Dear Mr. Griffith:

Enclosed you will find circular and you will note your name appears therein and some of your quotations. If you have no objections, I am putting out a few of these circulars to the public.

Wishing you continued success, believe me

Very sincerely yours,

Robert T. Shaulton.

Please note my personal address.

Adams House, Room No. 234, Boston, Mass.

RTC/H

Miso Nu

CHARLTON FILM COMPANY

Organized in New England for the purpose of producing motion pictures of the better class by the best writers, screen Stars and Directors procurable.

The motion picture industry is recognized as the fifth largest business in this country, the gross revenue of which, from theatres in 1920, based on government tax returns, will be in excess of one billion dollars, derived from admissions paid by approximately fifty million patrons weekly.

More pictures and better pictures are in demand, both educational and humorous to supply over 15,000 motion picture theatres in the United States and over one thousand new theatres being built, besides many thousands of other motion picture theatres elsewhere throughout the world.

The motion picture industry's foremost producing organization is D. W. Griffith, (Inc.), who states that large financial groups have interested their capital in the motion picture industry, because political, social and industrial influences have so changed since the war period. The value of so many other classes of securities has become so uncertain that a properly conducted motion picture company offers less financial hazard, compared with its profit-making possibilities, than is found in most other classes of investments long held in high esteem.

NEW PATRONS

The advent of prohibition has had the effect of educating large numbers, not heretofore regular attendants, to the fascination of motion pictures. Added to these, is the new generation of motion picture followers, who annually become patrons of the screen.

The tremendous scope of the industry is indicated by the following figures, summarized from authoritative sources:

Admission Receipts Estimated for 1920	$1,000,000,000
Number of Patrons Weekly	50,000,000
Number of Motion Picture Theatres in the U. S.	15,000
Number of New Theatres being Built	1,200
Number of Seats	8,000,000
Investments in Theatres, Built and Building	$872,000,000

Statistics of the business show amazing profits. A number of producers have given, in round numbers, the approximate gains for certain productions. For instance:

"The Miracle Man," made by George Loane Tucker, $2,475,000
"The Birth of a Nation," by D. W. Griffith, $2,125,000.
"Broken Blossoms," by D. W. Griffith, $800,000, registering over $225,000 receipts in one week.
"A Dog's Life," by Charlie Chaplin, $1,140,000.
"Tarzan of the Apes," $902,700.
"Shoulder Arms," $880,000.
"My Four Years in Germany," $833,300.
"The Heart of Humanity," $779,000.
"Daddy Long Legs," (Mary Pickford) $542,000 for seven and one-half months.

The above figures will give some idea of the wonderful financial possibilities of the screen.

PRODUCTION

The first series to produce consist of twelve one-reel comedies, entitled, "Has This Ever Happened To You?" by Newton Newkirk, the "funny man" of the Boston Post. Mr. Newkirk is the originator of the "Stealthy Steve" stories and the "The Bingville Bugle" which has had a countrywide syndication. He has qualified as a humorist of national reputation. This comedy series should soon be distributed in theatres locally and elsewhere.

Following these 12 one-reel comedies, work will begin on a super-production, "The Gray Wolf's Prey," which should be ready for release in the fall. This story is also by Newton Newkirk. Briefly it is a powerful and compelling drama of the great outdoors with which the author is familiar and, in the unfoldment of the story, the purity and spiritual goodness of a woman is matched against the carefully planned designs of a clever man's baser nature. The tense moments of this great drama are relieved by humorous incidents of a clean and refreshing kind and the armor of innocence and virtue safeguards a girl and regenerates a "gray wolf" of the human kind.

In this production will be found the accurate atmosphere of the great outdoors—the lure of lonely lakes and the seductive whispering of the pines in silent forest aisles. These furnish a setting for a wonderful love story that has never been filmed.

MANAGEMENT.

The general management of the company is controlled by a Board of Directors, comprising trained executives who compose the staff of the Charlton organization. Mr. Charlton, the president, has had around twelve years experience in the motion picture industry, having been associated with some of the largest producers in the business.

AUTHORIZED CAPITAL

$1,000,000

The authorized capital is divided into one million common shares of a par value of one dollar per share. The first issue of 200,000 shares is now offered to the public and are available to anyone.

If you believe with us that to satisfy the present national demand of motion picture patrons for clean comedy and more wholesome screen productions will be a profitable venture, then this stock will appeal to you as an attractive purchase.

PRICE ONE DOLLAR PER SHARE

CHARLTON FILM COMPANY

Studio and Offices

142 BERKELEY STREET,

BOSTON, MASSACHUSETTS.

A. J. DALTON JNO. A. KELLY

DALTON & KELLY

OMAR, WEST VA.

OUR FILE

Huntington, W. Va., June 7, 1921.

Mr. Albert H. T. Banzhaf, Counsellor at Law,
130 West 42nd St.,
New York City.

Dear Sir:

I thank you very much for your letter of June 1st in regard to Mr. Griffith, President of the Richmond Photoplayers Corporation.

We find that "Griffith" is not the correct name of the man we had in mind, but our inquiry should have been concerning W. H. Griffing, who is President of the Richmond Photoplayers Corporation. We also have additional information concerning this man and find that he is not in any way representing himself to be the well known D. W. Griffith, producer of the motion picture "WAY DOWN EAST".

We thank you very much for your interest in our behalf.

Yours very truly,

A. J. Dalton and John A. Kelly

By Jno. A. Kelly

JFG/d

FRANK C. BOLT CHAIRMAN OF THE BOARD
H. I. STUART CHAIRMAN OF EXECUTIVE COMMITTEE

JOHN WILLIS BAER PRESIDENT
C. J. HALL VICE-PRESIDENT
W. A. BARNES VICE-PRESIDENT AND CASHIER
H. P. THAYER ASSISTANT TO THE PRESIDENT
E. E. ANDERSON ASSISTANT CASHIER
EDWIN M. WALBECK ASSISTANT CASHIER
M. L. GIFFORD JUNIOR ASSISTANT CASHIER
GEO. T. JUDD JUNIOR ASSISTANT CASHIER
WALTON ALLEN JUNIOR ASSISTANT CASHIER

UNION NATIONAL BANK
OF PASADENA, CALIFORNIA

UNION TRUST AND SAVINGS BANK
AND
THE UNION NATIONAL BANK
ARE UNDER ONE OWNERSHIP
AND MANAGEMENT

COMBINED CAPITAL AND SURPLUS
$1,500,000

June 7, 1921.

Banzhaf & Pembleton,
2 Rector-street,
New York City.

Gentlemen:-

The enclosed mail has not been called for and we are therefore returning it to you.

Yours respectfully,

E. E. Anderson
Assistant Cashier.

EEA-s
encs.

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT
153 West 42nd St. Bry. 64

CABLEGRAM

DELIVERY No.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this cablegram subject to the terms and conditions printed on the back of this blank.

20Dbl.—31979

DESIGN PATENT No. 40529

B17AX Y 227AM 50 VIA HX PARIS JUNE 8

LCD GRIFFITH 303 LONG ACRE BLDG NYK

HAVE ABRAMS NOTIFY LONDON OFFICE NOT TO ANNOUNCE ANYTHING ON EAST UNTIL OUR REPRESENTATIVE IS ON GROUND AS THEY WILL SURELY MAKE A MESS OF IT STOP CABLE COLONNADE HOTEL BERLIN CASH PRICE FOR EAST AUSTRALIA ORIENT SOUTH AFRICA OUTRIGHT PURCHASE REGARDS

GREY

JUN 8 - 1921

No inquiry respecting this message can be attended to without the production of this paper. Repetitions of doubtful words should be obtained through the Company's offices, and not by DIRECT application to the sender.

Form 2903

CLASS OF SERVICE DESIRED	
Full Rate	
Half Rate Deferred	
Cable Letter	
Week End Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE CABLEGRAM WILL BE TRANSMITTED AT FULL RATES.

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Number
Number of Words
Time Filed

W.D.C.
Foreign

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

June 8th,1921

ALBERT GREY
COLONNADE HOTEL
BERLIN (Germany)

Lowest cash price EAST Australia, Orient, South Africa fifty thousand. Endeavor get sixty thousand STOP. Abrams suggests you make tentative arrangements most desirable theatre London for EAST run commencing September. When you reach New York and submit proposition Abrams will cable Berman to definitely close contract. Cable confirmation. Regards.

McCarthy

Chg. WAY DOWN EAST SPECIAL

GUEDALLA, JACOBSON & SPYER

8th June, 1921.

Dennis F. O'Brien, Esq/
1482, Broadway, New York,
U.S.A.

Dear Sir,

Allied Artists Corporation, Ltd.
and Mr. Hiram Abrams

Referring to our letter of the 3rd inst., we duly deposited with the Guaranty Trust Company, in the name of Mr. Hiram Abrams, the 7500 shares of the above Company, together with undated transfers in respect thereof, as per our letter to the Guaranty Trust Company of the 3rd inst. of which we sent you a copy. The Manager of the Guaranty Trust Company has pointed out, with regard to the last paragraph of our said letter, that in order that the Trust Company should act on Mr. Hiram Abrams' cabled instructions with regard to the shares, it will be necessary for Mr. Abrams to attend at the New York office of the Guaranty Trust Company, and to supply that office with his signature. Then, if he wishes to deal with the shares on cabled instructions, he can give written instructions to that effect to the New York office who will thereupon cable on such instructions to the London office.

Perhaps you would be good enough to inform Mr. Abrams of the above, and have the matter attended to accordingly.

We are, dear Sir,

Yours faithfully,

Guedalla, Jacobson & Spyer

P.S. We enclose for your information, and that of Mr. Abrams, copy of our letter on this subject, to Mr. Berman of the 6th inst.

CHARLES SCHWARTZ
LOUIS D. FROHLICH
HUGO VOGT

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

Two Orphans

June 8th, 1921

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:

I am sending you herewith duplicate original of the agreement between Kate E. Stevenson and D. W. Griffith, Inc., executed and acknowledged by Mrs. Stevenson.

Will you please acknowledge receipt of the same.

Yours very sincerely,

Nathan Burkan

CS:RV
Enc.

Samuel French
OLDEST PLAY PUBLISHERS IN THE WORLD
INCORPORATED 1898

SAMUEL FRENCH, LTD.
26 SOUTHAMPTON STREET, STRAND
LONDON

28-30 WEST 38TH STREET
T. R. EDWARDS, MANAGING DIRECTOR
NEW YORK
TELEPHONE, FITZ ROY 975

CABLE ADDRESSES:
NEW YORK "THEATRICAL"
LONDON "CONDENTIAL"

June 9, 1921.

Mrs. Charles A. Stevenson,
(Miss Kate Claxton),
Astor Apartments,
305 West 45th Street,
New York City.

My dear Mrs. Stevenson:

I enclose copy of a letter received from Samuel French, Ltd. of London, concerning the motion picture rights of "THE TWO ORPHANS" for Great Britain. Kindly let us hear from you in the matter as soon as convenient, and greatly oblige

Yours very truly,

S:O

SAMUEL FRENCH
For

HASTINGS & GLEASON
COUNSELLORS AT LAW
258 BROADWAY
NEW YORK

June 9, 1921.

Mr. Albert H. Banzhaf,
2 Rector St.,
New York City.

Dear Sir:- Re. Goldstein -vs- Wark Producing Corp.

Confirming telephone communication had with the office of debtor company requesting that we obtain from Mr. Moore evidence that he is not interested or has not been interested in certificates No. 127 and 128, we herewith enclose letter received setting forth the above facts. In making this settlement the notes and checks received from Zalkin & Cohen amounted to $1017.00 while the claim proven by us represented $1100.00 and interest. We understood that the certificates were sent to the corporation office some time ago to have endorsements thereon of the interest paid and check, but same were returned without either being received by our client. Will you kindly arrange to forward to us a check for the balance due.

Very truly yours,

Hastings & Gleason

H/GB

NATIONAL ASSOCIATION OF THE MOTION PICTURE INDUSTRY
(INCORPORATED)

1520 BROADWAY NEW YORK CITY

FREDERICK H. ELLIOTT,
EXECUTIVE SECRETARY

June 9,,1921.

Mr. D. W. Griffith,
Griffith Enterprises,
1476 Broadway,
New York City.

Dear Mr. Griffith:

I take pleasure in advising that you were unanimously elected as a member of the Board of Directors of the National Association at the annual meeting of members held in New York on June 6th.

Enclosed you will find a list of the forty-two directors comprising the new board, also the officers elected for the ensuing year.

Notices of meetings will be forwarded to you at the above address unless otherwise instructed.

Yours very truly,

F. H. Elliott

Executive Secretary.

Studio
Misc

June 9th 1921.

Mr. Herbert Sutch,
Griffith Studio,
Mamaroneck, New York.

Dear Mr. Sutch:

This letter will introduce to you Miss Myrtle Morse who is anxious to be cast in some picture which Mr. Griffith is doing and I thought possibly you might have a talk with her as to whether you could find a place for her with "The Two Orphans".

Miss Morse had had considerable picture experience and can best tell you herself what that consists of.

Thanking you for your attention to this matter, I remain

Very truly yours,

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Studio
Mo.

H. HOWARD BABCOCK
COUNSELLOR AT LAW
WOOLWORTH BUILDING
NEW YORK
TELEPHONE 7359 BARCLAY

June ninth
Nineteen hundred twenty-one.

Albert T. Banzhaf, Esq.,
130 West 42nd Street,
New York, N. Y.

My dear Bert:

This letter will introduce Miss Myrtle Morse of whom I spoke to you a day or two ago. Miss Morse has had considerable experience in pictures, having recently been in Porto Rico with one of the Inces. I believe Miss Morse has exceptional talent and I would esteem it a very personal favor if you would use your influence for an introduction to Mr. Griffith's casting manager. Possibly she will be available in the present cast of "The Two Orphans" which Mr. Griffith is putting on now. Anyway I will be glad for her name to be on Mr. Griffith's list and available perhaps, if not with this picture, with one of his next productions.

With kindest personal regards, permit me to remain,

Very sincerely yours,

Howard

HHB/GB

New York City.
June 9, 1921

Messrs. Parrish, Cohen & Guthrie,
Register & Tribune Bldg.
Des Moines, Iowa.

Gentlemen:

After mailing my letter of the 6th. to you, it occured to me that you might be interested in having a copy of the original agreement between the Berchel Theatre and the "Way Down East" Co, in reference to Extra Newspaper Advertising, for that attraction.

The enclosed is a copy of that Extra Advertising Schedule, with such added notes of explanation that might make it more understandable to those not familiar with such schedules.

It has been suggested by some of the executives of our firm that I should have emphasized the information I tried to give you in the third paragraph of my last letter, relative to all newspaper advertising of a traveling theatrical atttaction being always charged against the theatre presenting the attraction, no matter who places it or supervises its arrangement and composition. For over twenty years this arrangement of the traveling attraction sharing on all newspaper advertising beyond the minimum regular space taken by the theatre itself, has been in general vogue. This advertising is always charged to the theatre and paid by the theatre, very often after the attraction has left the city, as the theatre's newspaper bills are generally renderedc weekly or monthly.

It is merely a question of sound business methods not to extend advertising credit to representatives of traveling attractions of whom the newspapers probably know nothing, both as regards the attraction or the financial responsibility of its owners. They do know their local theatre managements, do business with them every day, and in extending them any line of credit, take the usual chance of payment they risk with any other local advertiser.

In regard to the theatrical angle I am trying to explain you could call a thousand witnesses from newspapers in other cities not biased as the Des Moines papers may be, and managers of any theatres whose policy is to play traveling legitimate attractions, who would testify that theatrical advertising is charged and collected from the theatre, and not the attraction.

Yours very truly

Mgr. "Way Down East" Co.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York City.
June 9, 1921

Messrs. Parrish, Cohen & Guthrie,
Register & Tribune Bldg.
Des Moines, Iowa.

Gentlemen:

Following my letter of the 6th. it has occured to me that you might be interested in having a copy of the original three "Way Down East" Advertising between the Berchel Theatre and

J. L. PARRISH
M. H. COHEN
T. J. GUTHRIE
L. B. COHEN
J. L. PARRISH, JR.

PARRISH, COHEN & GUTHRIE
ATTORNEYS AND COUNSELLORS AT LAW
REGISTER AND TRIBUNE BUILDING
DES MOINES, IOWA

June 9, 1921.

Mr. A. B. Benson,
c/o D. W. Griffith, Inc.,
807 Long Acre Building,
New York City, N. Y.

Dear Sir:

We beg to acknowledge receipt of your letter of June 6th in reference to the attachment suit of the Register & Tribune against D. W. Griffith and note the contents thereof.

We note a discrepancy in the amount of money claimed to have been deducted from the share of the WAY DOWN EAST COMPANY, as stated by you and that given by the receiver -- Mr. Buchanan. Copies of the receipts which you sent us seem to total $1167.71. The statement filed by Mr. Buchanan is as follows:

> "Monies collected from WAY DOWN EAST COMPANY for extra advertising and included in above receipts of Berchal Theater, $1189.65".

This may be explained perhaps in view of the fact that some of this money was for bill board advertising. If not, perhaps you can give us some light in reference to the same. We would appreciate it if you would send us the original receipts and also the receipted schedule voucher that you obtained for this money that you paid out. We expect to make an application within the next couple of days to the referee in bankruptcy, setting forth the facts as you have given them to us in your letter, and we thought it might be necessary to have the original receipts to back up our claim. We will take good care of the same and return them to you when they have answered their purpose.

Yours very truly,

Parrish Cohen & Guthrie

TJG.BBM

Dream Pt.

HUBBARD-ELLIOTT DEVELOPMENT SYNDICATE
88 BIBLE HOUSE
ASTOR PLACE, NEW YORK

TELEPHONE 1773 STUYVESANT

June 9th,
1 9 2 1.

Mr. Albert H. T. Banzhaf,
Bush Terminal Building,
130 West 42nd Street,
New York City.

Dear Sir:

Thank you for your letter of the 7th regarding the "Talkies", and for your permission to use your name in any interview I may seek with Mr. McMahil.

Yours very truly,

FBB/E

F. B. Bard

Inv Orphans

June 10th 1921.

Mr. Nathan Burkan,
1451 Broadway,
New York City.

Dear Mr. Burkan:

I beg to acknowledge receipt of duplicate original agreement between Kate E. Stevenson and D. W. Griffith, Incorporated which has been duly executed and acknowledged by both parties.

Very truly yours,

AHTB:MD

Two Orphans

June 10th 1921.

Register of Copyrights,
Mr. Thorwald Solberg,
Washington, D. C.

Dear Sir:

I am enclosing herewith Duplicate-original Agreement under date of May 31st 1921 between Kate E. Stevenson and D. W. Griffith, Incorporated, transferring the motion picture rights of the "Two Orphans" to the D. W. Griffith, Incorporated.

Will you kindly record this duplicate assignment in due course and return same to me after such recording.

I am enclosing herewith my certified check to your order for $5.00 to cover recording charges.

Very truly yours,

AHTB:MD
Enc. 2

COPY

10th June, 1921

Dennis F. O'Brien, Esq.
1482, Broadway, New York,
U.S.A.

Dear Sir,

Allied Artists Corporation, Ltd.

Herewith we beg to enclose copy of letter which we wrote on the 7th inst. to the Secretary of the Company, together with a copy of our Bill of charges in this matter of the same date.

With reference to the sum of £400.0.0., which was furnished to us by you, on behalf of the United Artists Corporation, we think the simplest way of dealing with the matter is to write this amount back to general credit of the United Artists Corporation. We will now render at ~~any~~ an early date our account to the United Artists Corporation down to date, which will embrace work done in connection with Mr. Greenhill, "Carnival", "The Three Musketeers" "Little Lord Fauntleroy" and generally.

We are, dear Sir,

Yours faithfully,

Guedalla, Jacobson & Spyer

Milwaukee Treatment of "Way Down East" Brilliant Example of Applied Showmanship

ONE of the finest examples of applied showmanship in recent exploitation news is reported from Milwaukee, Wis., where D. W. Griffith's "Way Down East" is in engagement at the Davidson theatre. No more effective treatment of that important picturization of a well loved stage classic has been witnessed in any quarter.

The photograph reproduced upon this page shows the front of the Davidson theatre as decorated for the engagement. Although Milwaukee is a city of advanced showmanship and many remarkable exploitation and presentation events are staged, the "Way Down East" street display overshadows anything of like nature previously recorded.

In point of realism the front structure approaches the ideal. It is not a simple matter to create an impression of the rural against such a background as is provided by the modern theatre building, with its very modern electric sign. That the management has successfully accomplished this aim must be generally accepted as a triumph.

ONE of the most effective lobby displays in the history of Milwaukee showmanship, a history rich in notable achievements, was constructed at the Davidson theatre for the run of "Way Down East," D. W. Griffith's independent production.

* * *

THE interior treatment of the production is that which has been accorded the picture in every city engagement.

The Davidson employes were given special costumes for the engagement, costumes which are no less notable because of their simplicity and no less productive of results as regards their effect upon patrons or prospective patrons.

This provision is indicative of the thoroughness which characterized the treatment of the production in its every phase. That type of showmanship, whether applied to a special production in a legitimate theatre or to a program feature in a strictly motion picture playhouse, is of paramount importance to the advancement of the screen as the entertainment of the people.

* * *

IN the Milwaukee engagement of "Way Down East" the carefully prepared exhibition features used elsewhere were materially strengthened by the institution of effective introductory influences which brought patrons into the province of their appeal in a mental state highly conducive to their effective registration.

Exhibitors have always attended the special theatre presentations of Griffith productions to observe the manner of their treatment. In the present instance many valuable suggestions may be gained from study of the illustration here presented.

The Davidson theatre, as it appeared at the time the photograph was taken, deserves careful study.

The policy followed out, that of taking the appeal of the interior to the street as well, thus materially enlarging its scope, is based upon the best of showmanship logic.

Exhibitors generally may profit through adoption of the Davidson theatre method of procedure.

W. D. E.
Engd

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

June 11, 1921

Mr. A. H. T. Banzhaf,
New York, N.Y.

Dear Mr. Banzhaf:-

The following is copy of telegram received from Mr. Berman, our London representative:-

"CONFERENCE ALFRED BUTT OWNER EMPIRE THEATRE WILL RUN DOWN EAST INDEFINITELY BEGINNING SEPTEMBER STOP THEATRE STAFF LIGHTING AGAINST PICTURE WE SUPPLY OPERATORS MUSICAL DIRECTOR SHARE 50/50 ADVERTISING AND ORCHESTRA WE TAKE 55% GROSS HE 45% CAPACITY THEATRE PRICES FOUR HUNDRED FIFTY POUNDS EACH PERFORMANCE BUTT MOST ENTHUSIASTIC WE MAY GET 60/40. BERMAN"

With kindest regards, I am

Sincerely,

Sidney Franks

AR

D. W. Griffith Buys Film Rights to "THE TWO ORPHANS"

A sale is now completed by which D. W. Griffith, Inc. obtains the exclusive film rights to Kate Claxton's famous play, *"The Two Orphans"*.

It is recognized as one of the most popular plays of the last century.

Mr. Griffith intends to apply to it the same elaborate interpretation he did to Mrs. Parker's play "Way Down East".

By the conditions of this sale, ***all other producers*** can be restrained ***from distributing any film*** in which characters or episodes of ***"The Two Orphans"*** are included.

This was recently ***made a matter of court record*** in the ***U. S. District Court,*** 7th N. Y. District, in the case of ***The Selig Polyscope Company*** and ***Kate E. Stephenson,*** plaintiffs, vs ***William Fox*** and ***The Fox Film Corporation,*** defendants.

The production will be completed in about four months.

Lillian and Dorothy Gish and Joseph Schildkraut the famous European actor, will appear in this film as the central characters of the story.

D. W. GRIFFITH, Inc.
A. L. Grey, Gen. Manager
Longacre Building, N. Y.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

June 11, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, New York.

Dear Sir:

We beg to advise you that we have this day received from the United Artists Corporation their check for $10,000. same to be applied on account of your demand note dated May 11th, with this company for $250,000.

Very truly yours,

PRICE, WATERHOUSE & CO. ACCOUNTANTS EXAMINED JUL 1921

Assistant Secretary.

WHS/HGH
BANKING

W.P.L.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

June 11th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negative
Dream Street		158114		
Picture U-3			13818	8082
Tests (U-3)	625			3059
Lab. Mach. Tests	40			
	665	158114	13818	11141

Positive stock used

Eastman	125600
Bay State	0
Belgian	46649
Agfa	348
	172597

Negative stock used

Eastman	11141

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

June 11 th.,1921.,

Received from D W Griffith Inc. Pay Roll Check # 7880 to the amount of $ 1000. for week ending June26 th,1920.

Gillian Gish

Signed.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

New York Offices
Fifth Avenue and 44th St.
Cable Address "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Member of Federal Reserve System

Cable Address "Fidelitas"

Foreign Offices
Cable Address "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, June 11, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
c/o Mr. J. C. Epping,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We wish to advise that we have today received from the United Artists Corporation the following:

Check #437 of United Artists Corporation, Ltd.	$129.50	
Less discount 11½%	14.57	$114.93
Check (New York Exchange)		1944.25
Proceeds		$2059.18

We have applied the above proceeds in reduction of your loan dated May 14, 1920 to $108,506.67.

Yours very truly,

Assistant Treasurer.

66-169-2

315,000.00
206,493.33
$108,506.67

194,827.30 WS
11,666.03 Canada
206,493.33

OK

6-11 (6/11/21)

Countess, Chevalier and Count in Count's Apartments.
Countess sorrowful for her baby that was put away.

Two orphans going to Paris.

Two orphans getting coach.

Orphans in coach -- affection.

Chevalier on street -- sees bread line - suffering of poor
Mother gets bread - they drag it away from her - eat crumbs.

Coach runs over child, driven by aristocrat -- Chevalier
picks up child -- gives money.

Danton appears --

S. T. "YOU HAVE A HEART MONSIEUR, SOMETHING MUST BE DONE
TO RIGHT OUR WRONGS."

Henriette and Louise leaving house - Meet poor people
with boiled grass for food -- Henriette gives money from
her own little sotre and says she must save the rest for
Louise.

Poor baby

Rich baby - Countess.

Two babies found

children growing

~~Ruby:xxxxxxxxxfar~~

Louise blind

Opressin by De Vaudreys

~~D~~

orphans leaving for Paris

Poverty in France

De Presle, wicked

Chevalier - good hearted

Arrive in Paris

Abduction

Frochard and Louise

Bel Air

Young friends of Common people -

Chevalier La Fayette. Robespierre Danton - chevalier

Renting lodgings

Louise begging

Search for Louise

Kings command

Chevalier's love - Picard's interference

Danton befriended - Beggars at Notre Dame

Countess visit

Louise heard singing

~~Beginning of revolution~~

~~Feast of Pipes~~

Henriette arrested

Chevalier arrested

Communist uprising

Henriette released

Danton the leader

Louise discovered

Henriette faints

Louise captured by beggar

Henriette searching

~~Feast of pipes~~

Louise and Jacques

Jacques killed

Fire

Chevalier excapes

Communist uprising

Feast of pipes

Lovers reunited

Lovers arrested

Prison of La Force

Storming - mock tribunal

Real trial

Frochard and Louise

Chevalier condemmed

Sisters united

C. and H. to guillotine

Danton to rescue

Pierre murders executioner

Rescue by Danton

Rejoicing

Years later

Peace

Picard disappointed in Master

Normandie Coach House Scene -- Mother Frochard begging charity.

Mother Frochard goes into allwyway - secluded place - Meets Pierre - takes money from him -

Jacques comes out of saloon. Comes on to family -- takes money --

Frochard and Jacques go into saloon -- Pierre alone.

Two orpahans arrive at stopping place - Marquis de Presle gets out - whips driverof coach - sees Henriette leave - tells La Fleur, who is with him, girl is going to Paris - secure her -- drives off.

Girls arrive in Paris -

Henriette stolen by La Fleur.

Louise falls into hands of Frochard.

Henriette taken to Bel Air.

Chevalier tells of people who cry for bread while they feast.

Henriette rescued by Chevalier

Louise taken to Frochard shack - discovers things are not as they seemed.

Henriette on street with Chevalier - goes to place where they were separated -- fruitless search.

Chevalier secures room in boarding house -- love from Chevalier lightly treated by Henriette who can think only of sister.

Louise refuses to beg and is put in cellar with rats - frightened into begging.

Chevalier goes to uncle -- Uncle has contracted rich marriage through the King - Chevalier refuses to marry rich girl - Indignation on part of Count -- Cpunt exits- Countess pleads with Chevalier.
Chevalier recalls her own life of suffering through being separated from own love -- Count returns - suspicious. Chevalier conducts Countess off scene - returns -- Enthusiastically requests Count, his uncle, to search for Henriette's sister -- Count orders him not to mix with common people - to keep away from them ----

S. T. "WILL YOU MARRY THE GIRL I PROPOSE FOR YOU?"

"No", from the Chevalier - Great indignation from Count.

KING OF FRANCE in room -- Marie Antoinette -- Minister-- Prelate -- Messenger tells of suffering of people --

S. T. "THEY CRY FOR BREAD!"

S. T. "WHY DON'T THEY GIVE THEM CAKE?"

Says Marie Antoinette --

S. T. "LET THEM EAT GRASS!"

Says the minister -- greatly amused.

S. T. THIS EASE AND LUXURY BUILDED UPON THE BONES AND SUFFERING OF STARVATION.

Recount sins of the nobles - Imposition on poor - the taxes - the starvation -- taking hinges even off door, unable to pay the taxes --

S. T. "ALL THAT THE FEW MAY EAT, DRINK AND BE MERRY."

King orders that Chevalier marry girl he has chosen.

In front of Notre Dame -- Louise begging -- Doctor -- Countess exits into Notre Dame -- Louise and Frochard appear - Doctor examines eyes -- Louise tries to tell him story -- Frochard interferes -- Doctor calls Frochard aside, tells her eyes can be cured - Frochard keeps secret- Doctor gives girl money -- Jacques takes money from ~~xxxx~~ ~~xxx~~ Frochard.

Countess in church praying that her child be restored.

Jacques and Frochard exit from scene.

Henriette leaves home in search of Louise.

Henriette peering into faces on street.

Henriette on one side of Notredame ----

Louise on other side of church.

Pierre puts coat around Louise - cries -

S. T. "I WILL CALL 'HENRIETTE' AND SOME TIME SHE WILL HEAR ME."

Countess leaves church - struck by voice - starts to talk to Louise -- Louise starts to appeal - Frochard appears, prevents Louise talking - Countess gives money to Louise Countess exits - Frochard takes money - Pierre starts to follow them off - Jacques ---

S. T. "YOU MUST NOT FOLLOW HER ** OR EVEN THINK OF HER!"

Love scene between Henriette and Chevalier

S. T. "YOU MUST THINK OF YOURSELF MAM'SELLE."

Following scene --

S. T. "IF NOT OF YOURSELF -- THINK OF ME - MY HEART IS BROKEN."

Henriette refuses to think of anyone until she finds Louise

S. t. "I WAS ALWAYS LIKE HER MOTHER AND SHE MY BABY - I HAVE SWORN NEVER TO MARRY UNTIL SHE IS WELL."

In answer to his pleas she tells him she does not love him

E2 Chevalier outside sees her shadow kissing he has left -- rushes back --

Chevalier rushes in to Henriette - Passionate love - She still says "No." until Louise is restored she will not accept him -- The separate.

Darnton escorting beautiful girl home -- Love scene in corner -- is set upon by Royalist Spy - fight - runs -- Gets into house of Henriette - she is in house - gets in doorway wounded -- Chevalier enters - Henriette gets rid of mob upstairs - Chevalier takes Darnton's place.

Countess comes to Henriette tells her marriage with Chevalier is impossible because of difference in their rank. Henriette tells Countess restore her sister to her arms and she will do anything she says.

S. T. "I SOMETIMES THINK I AM MAD - I HEAR HER CALLING EVEN IN MY SLEEP."

Outside Louise on street singing.

Scenes back and forward -- listening and singing.

Henriette rushes to window - calls to Louise -
They recognize each other. Henriette starts to exit
and is stopped by Count appearing with soldiers.

Previous scene -- Count securing Henriette's address-
Exterior of Count's residence and business leaving
with Gendarmes.

Henriette taken to Salpetriere.

Armand D's..... speaking to crowd in defence of the
aristocracy.

Revert back to previous scene of Chevalier giving money
to communists - Darnton watching.

Robespierre - Lafayette in group --- talking.

Scene of Henriette in La Salpetriere

Henriette escapes from room comes into court yard and
hears that she is in prison.

S. T. "JUST WHEN I WAS ABOUT TO FIND MY DEAR SISTER! SHE IS BLIND, MESSIEURS!"

Doctor hears and declares he has seen such a person - Describes them --

S. T. "FROCHARD? YES THAT WAS THE NAME."

~~Picard who was with Countess when she met Louise at church tells --~~

Count arrests the Chevalier for refusal to obey his wishes -- Letter de cachet from the King --

Chevalier exiled to foreign prison -- sends Picard to try to find sister

Picard goes to beggars quarters and gets address of Frochard.

Picard finds Frochard.

Henriette in prison is told the people have arisen and are storming the Bastile.

Picard on way returning narrowly escapes the revolutionists.

Henriette in court yard worries over sister --
Revolutionists storm prison - Henriette with other
prisoners is set free.

Louise returning to hovel is sent to cellar.

Frochard in room - Henriette enters - asks for sister-
discovers shawl - is told Louise is dead - faints --
Louise comes down pases sister and exits.

Louise outside is caught by beggar friend of Frochard -
held for Frochard.

Henriette recovers - searches for sister - leaves

Jacques and Frochard return with Louise whom beggar has
brought to them -- Jacques starts to go upstairs with
her and Pierre interferes. Jacques is killed or wounded.

Henriette on street trying to get aid of gendarme.
Henriette and gendarme both seized by Camarnogle crowd
dancing in wild joy over fall of Bastile - dazed and
exhaused Henriette goes back to her own home.

Chevalier escapes from prison.

Chevalier returning to Paris -- recognized by servant.

Chevalier returns to Henriette .

Man goes to tribunal -- officer of the Law of Suspect follows them -- Committee of public safety appointed by convention.

S. T. ROBESPIERRE, THE SEA GREEN INCORRUPTIBLE, THE NEW TYRANT.

The law against all aristocrats.

Arrest Chevalier as an emigree and Henriette as his mistress and associate.

Revert back to former scene of Marie Antoinette in tumbril card going to death - Henriette on way into Paris - Mob around carriage - at steps Marie Antoinette faints -- Henriette seizes canteen from farmer nearby and gives her water -- disapproval of crowd -- Old Madame Frochard sees this.

Henriette and Chevalier taken to prison.

Frochard returns to another house having left old place. Great joy over killing of aristocrats - Pierre and Louise on.

Mob outside La Force --

S. T: THE ARISTOCRATS ARE PLANNING REBELLION AGAINST US! GET RID OF THEM!"

Prison stormed.

In Chapel of prison - refugees in panic -- it is stormed and Henriette escapes into small room--

Chevalier in other room --

Danton - Committee of Public Safety - the Moderates-- go out to try to stop the massacre -- arrive at La Force in time to save a few persons, among them Chevalier and Henriette.

Henriette and Chevalier before the Tribunal

Countess at L---- -- Having been shown ~~full~~ fleeing.

Chevalier accused as an aristocrat ~~in the name~~ enemy of the people - is convicted -- Henriette as his mistress and affianced wife --

Louise in court room with Pierre and Frochard -- hears name of "Henriette Girard" called --

Looking down the court room from raised platform, a young artillery officer - in much disdain -- leaves platform - comes down ----

Louise makes way to Henriette -- soldier stands in way- young artillery officer orders him to stand back p- ~~rex fuxxxthe~~ refuses -- the blazing eyes of the young officer spot him as Napoleon Bonaparte.

Louise goes to Henriette -- reunion -- Officer stalks out indignantly.

Henriette accused - Frochard testifies that she remembers her having given help and aid to the queen, which she admits -- Sympathizer with Royalty! Sent to the guillotine.

Chevalier put in tumbril card.

In room of Tribunal -- Henriette starts forward -- Darnton enters, recognizes her -- hears story -- goes before Tribunal -- greeted with cheers -- The Great Hero of All France -- Gets reprieve.

On way to rescue --

Chevalier and Henriette arrive at room adjoining guillotine --Henriette goes to guillotine.

Darnton storming through the streets --

Pierre and Louise following crowd.

At the foot of guillotine steps - Louise crying - Pierre unable to stand any more loses mind and while soldiers are snickering at the ~~rink~~ proud girl kissing _____

Pierre leaps between them - up the steps and slays the executioner.

S. T. "WE HAVE HAD ENOUGH OF TYRANNY - IF YOU WANT BLOOD -- TAKE IT!"

Pierre is shot - thrown out to the people.

Assistant starts to continue work when Darnton arrives-tells people they are innocent -- all their friends and all the people love justice -- release them -- weep and shout - kiss them -- carry them on shoulders.

Show previous scene of Darnton being carried at the head of a great throng of people just as Chevalier.

S. T. THEN THE BRAVE DARNTON HIMSELF WENT THE WAY OF DEATH.

333 W 45th St
N.Y.C.
Sunday 12

(6/12/21)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, FILM LIBRARY

Dear Chief.

Do you know there are a bunch of wise Jew Exhibitors showing Tom Ince's "Civilization" under your name. The Graft is worked this wise (I learned it all in my old circus and carnival days) They four sheet it got 10 days at a house as "Civilization The Million dollar Spectacular" then on "The blow off day" This, is, bannered over the front of the house The Greatest Picture D W Griffith ever made

"Civilization"

and believe me she is a bird it is a bum print, and 1000 ft or more looks like if it had been "stupted" it was only a block from Broadway and a block from Down East.

at The Ideal Theatre on 8th avenue
between 44. and 43 West side of street.
on Saturday June 11th 1921 -
Besides Stealing your name and
advertising it is giving you an
awful black eye - I live in the
Neighborhood.

You know Chief - the half arse
tricks of some of these Eastern Jews are
funny to me. My last Station as
a U.S deputy during the war
was in the Ship Building Yards
around Chester P.A I use to nail about
four a week. My Chief use to say
the Indian from the West is to foot
for the Jew from the East. they are
fighting out of their Class. So nail
em Chief dont let "em" put any
thing over on you.

By the way. Ray West made the
picture - I dressed it for him
while I was working for you

So there is no mistake, I know it back wards.

Yours sincerely,

Fredie Dallon

Lillian Gish Matters.

July 15th 1921.

Miss Lillian D. Gish,
c/o D.W.Griffith Studio,
Mamaroneck, New York.

Dear Miss Gish:

Mr. Griffith has requested me to advise you that your salary for services rendered and to be rendered as one of the leading artists in the photoplay now being made at the Griffith studio entitled "THE TWO ORPHANS" be fixed at the rate of One thousand ($1,000.) Dollars per week, commencing the 1st day of May 1921 and continuing to be paid weekly until such time as Mr.Griffith shall notify you that the picture is fully completed and that your services are no longer needed in the production or exploitation thereof. And in addition to said salary you are to receive five (5%) percent of the net profits derived from the exhibition or exploitation of said photoplay after deducting all cost of production and exploitation, said percentage of profits to be paid semi-annually and be based upon statements as prepared by Price-Waterhouse & Co. or any other certified public accountant who may be employed by the Griffith studio for the purpose of making up its regular financial statements.

I have in accordance herewith made entries upon my books for this purpose and will make payments to you in accordance herewith.

Will you kindly signify your acceptance by affixing your signature to the duplicate copy of this letter, and oblige

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By _____
TREASURER.

JCK/D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Two Orphans

June 13th 1921.

Mr. J.C. Epping,
% D.W.Griffith Incorporated,
1476 Broadway,
New York City.

Dear Mr. Epping:

Enclosed herewith please find copy of the GRIFFITH-STEVENSON agreement for the picture rights of "THE TWO ORPHANS" for your files.

Very truly yours,

CD

New York City.
June 13,1921

Messrs.Parrish,Cohen & Guthrie,
Register & Tribune Bldg.
Des Moines, Iowa

Gentlemen:

Your favor of the 9th. has just come to my attention.

Following your request I am enclosing the original Extra Advertising Schedule sheet, and the original receipts of the money deducted from the Company share of receipts in payment of the "Way Down East" Co. share of this Extra Advertising.

I am unable to explain the difference between the actual money deducted from our share - $1167.71 - and the notation on Mr.Buchanan's statement that he had deducted $1189.65. The former amount is all that was deducted from our share by Mr.Buchanan during his term as Receiver. This money was to be applied as follows: $1008.11 for Extra Newspaper Adv. and $159.60 for Extra Bill board advertising.

Before leaving Des Moines I understood that the extra bill board advertising bills had been paid by Receiver Drennan, at least one of the largest creditors for the bill board work told me he had been paid in full.

You will of course, take every care of the original receipts I am enclosing. for apart from this case, this being a Corporation vouchers are necessary for every dollar expended.

Yours very truly

Mgr."Way Down East" Co.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

Guedalla
Allied Co.
U.A. Foreign

IN-RE

June
14th
1921

Mr. Albert H.T. Banzhaf
130 West 42nd Street
New York City

My dear Bert:

For your confidential information, I am enclosing to you copy of letter received from Mr. Guedalla relative to his various interviews with Mr. Grey. You have received information also that Mr. Wertheimer's financial condition is not of the best at the present moment, and that he or his distributing company faces claim for accounting of the various pictures that he has been marketing. This, of course, is given to you confidentially.

I have also been advised that at the present moment there is more or less concerted effort being made to oppose high prices for American films in Great Britain. From this you will observe that the American films that are entitled to high prices ought to be associated in the one office, so that they will be sufficient in number to attract the exhibitor who is now losing money exhibiting the mediocre film.

Sincerely yours,

Dennis F. O'Brien

DFO'B/IC

(Enc)

orig. delivered
to Mr. Smith
See
of Prof. P. Price
Jan. 15-21
A.B.
check for
$7.40.
received

C O P Y

- - - - - - - - - - - - - - - - - - -

D.W.GRIFFITH, INC.

to

INSPIRATION PICTURES, INC.

- - - - - - - - - - - - - - - - - - -

"TOLERABLE DAVID"

A G R E E M E N T - -

- - - - - - - - - - - - - - - - - - -

DATED:

KNOW ALL MEN BY THESE PRESENTS, THAT D.W. GRIFFITH, INCORPORATED, a Delaware Corporation, for and in consideration of the sum of Seven thousand five hundred ($7,500.) Dollars, lawful money of the United States paid by INSPIRATION PICTURES INC~~ORPORATED~~, a New York Corporation, to it before the ensealing or delivery of these presents, does hereby sell, assign, convey and transfer and by these presents has sold, assigned, bargained, conveyed, granted and transferred to INSPIRATION PICTURES INC~~ORPORATED~~, its successors and assigns forever all its right, title and interest to the sole and exclusive and complete motion picture rights throughout the WORLD to the composition or novel written by JOSEPH HERGESHEIMER, entitled "TOLERABLE DAVID" and to the sole, exclusive and complete right, license, liberty and privilege forever to make, manufacture, produce, re-produce, sell, lease, release, license, generally deal and traffic in, exhibit or cause to be exhibited motion pictures based upon or taken from the aforesaid composition or novel or from any theme or adaptation thereunto appertaining.

AND it does further grant to the said INSPIRATION PICTURES INC~~ORPORATED~~, its successors and assigns forever all its exclusive right to use such works, the title and theme thereof in any manner in the making of any motion picture versions or adaptations thereof; to adopt, arrange, re-arrange, transpose, add to and subtract from such works and such title for such purpose with full understanding that JOSEPH HERGESHEIMER be given credit as author on the films and advertising matter used in conjunction with said motion pictures.

It does further grant to INSPIRATION PICTURES, INC~~ORPORATED~~, its successors and assigns forever all its right to secure copyrights in any and all motion picture versions in any motion picture adaptation of such works, and secure renewals and extensions of the copyrights in the same, in all Countries of the World. And it hereby does irrevocably authorize and appoint INSPIRATION PICTURES, INC~~ORPORATED~~, its successors and assigns, its attorneys in fact and representatives in its name, place and stead, ~~itself~~ but at the cost and expense of INSPIRATION PICTURES, INC~~ORPORATED~~, to take and do such actions, deeds and things and sign such documents as may from time to time be necessary to secure such copyrights and the renewals and extensions thereof.

It does hereby grant to said INSPIRATION PICTURES, INC~~ORPORATED~~, its successors and assigns all its right, to publish a summary or synopsis of any and all motion picture versions of such works, but for advertising purposes only, and in which JOSEPH HERGESHEIMER shall be given full credit as author thereof, and it does for itself, its successors and assigns represent, warrant and guarantee that it is the sole owner of the motion picture rights in and to such composition and novel and that it has not sold or made any other disposition of any of the motion picture rights in said composition or any version or adaptation thereof; that it has full right and authority to grant to INSPIRATION PICTURES, INC~~ORPORATED~~, its successors and assigns all such above-mentioned rights, that it has not made or entered into any contract with anyone whomsoever by whom such rights are or could in any way be diminished or impaired or that would prevent said

INSPIRATION PICTURES, INCORPORATED, its successors and assigns from producing, booking, selling, distributing, exhibiting and releasing and from causing to be produced, booked, sold, distributed, exhibited and released any and all motion pictures based upon such composition throughout the entire World at any time from and after the date of making of this agreement free from any restraint or interference by anyone whomsoever.

And it does further agree not to make itself nor with its consent to permit any party to make any motion picture adaptation or version of such works during the term of the copyright of such motion picture adaptation and all extensions and renewals thereof.

And it does further agree with the said INSPIRATION PICTURES, INCORPORATED, its successors and assigns to warrant and defend the rights in and to said works hereby granted to the said INSPIRATION PICTURES, INCORPORATED, its successors and assigns against all and any persons whomsoever free and clear of all claims and damages of whatsoever kind and nature insofar as such claims or damages arise out of the invalidity of JOSEPH HERGESHEIMER'S original copyrights of "TOLERABLE DAVID", and it does hereby agree to save and keep harmless and indemnify the said INSPIRATION PICTURES, INCORPORATED, its successors and assigns, of and from all actions, suits, costs, liability and damages whatsoever which shall or at any time hereafter happen or come to it or them for or by reason of the invalidity of said JOSEPH HERGESHEIMER'S original copyright on "TOLERABLE DAVID".

AND it does further agree to duly execute, acknowledge and deliver or cause to be done, executed,

acknowledged and delivered all such further acts, instruments and assurances as may be required by said INSPIRATION PICTURES, INC~~ORPORATED~~, its successors and assigns in order to carry out and effectuate the purposes of this agreement.

IN WITNESS WHEREOF, D.W.GRIFFITH, INCORPORATED, has caused these presents to be signed by its duly authorized officer and its corporate seal hereunto affixed the 15th day of June, 1921.

D.W.GRIFFITH, INCORPORATED

By _____

Treasurer

CITY,COUNTY AND)
:ss.:
STATE OF NEW YORK.)

On this 15th day of June, 1921, before me personally came J.C.Epping, to me known, who, being by me duly sworn, did depose and say that he resides at New York County, that he is the Treasurer of D.W.GRIFFITH, INCORPORATED, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Gertrude Denneen.

Notary Public, Kings County,
Clerk's No. 272, Register's No. 3097
Certificate filed in New York County
Clerk's No. 253, Register's No. 3206
Commission Expires March 30, 1923

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL

LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE UNITED ARTISTS STOCK

June 15, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:

Enclosed please find certificate No. 40 of the United Artists Corp. for 111 shares of the common stock of the corporation, in favor of D. W. Griffith, Inc., which is the certificate of stock to which D. W. Griffith, Inc. becomes entitled on the release of the picture known as "DREAM STREET" by the United Artists Corporation, pursuant to the terms of an escrow agreement made among the stockholders of that corporation, and dated the 5th day of August, 1919.

We also enclose certificate of deposit signed by Mr. Dennis F. O'Brien, depositary under the said agreement, evidencing the holding by him of an additional six certificates of stock, and which certificate of deposit is delivered to you in place and stead of the previous certificate of deposit for seven certificates.

Also enclosed is receipt to be signed by D. W. Griffith, Inc. and D. W. Griffith, which we respectfully request that you return to us after it is executed.

Yours very truly,

O'BRIEN MALEVINSKY & DRISCOLL
PER Laurence L. Cassidy

LLC.PE
ENC.

Bowen

Hartford, Connecticut

June 16, 1921.

Mr. J. C. Epping,
667 Claridge Hotel,
44th Street and Broadway,
New York, N. Y.

My dear Mr. Epping:- Your good letter of June 13th was received and I tried in vain to reach you over the telephone when I was in New York yesterday. I had an opportunity to drive back to Hartford with some friends last night and I did not receive your telephone message at the hotel until I was getting into the car. Under the conditions it was, of course, impossible for me to meet you last night; I did delay my friends long enough to make another attempt to locate you at your hotel, without success. I am now prepared to testify that you are a very busy man.

Concerning the articles which you have secured will say that I am off the stuff and would not use it anyway, but I do not want to leave it on your hands and if you will let me know the cost of same I will send you a check and I can pick it up sometime when I am in New York.

I intended to be in New York last week but the meeting which I had in mind was not held until yesterday. I expect to go away for a short period but will probably be in New York again shortly after the first of the month.

Our mutual friend Charlie left us without saying farewell. I hope he had a good time while he was here. I certainly enjoyed his company and not the least part of the pleasure I gained from his visit was the

evening we spent with you. I will surely look you up the next time I am in New York.

Thanking you for your courtesies and with kindest personal regards I remain

H-E

Yours very truly,

E O Bonnell

Form 1206

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

LONDON JUNE 17_ 1921

London WC1.

UNARTISCO NEW YORK

CAN CLOSE EMPIRE SIXTY FORTH END AUGUST BEGINNING SEPTEMBER WE PAY SIXTY PERCENT ADVERTISING FIFTY PERCENT ORCHESTRA WE FIND OPERATORS THEY FURNISH HOUSE STAGE STAFF STOP BUTT AGREES SPEND JOINTLY THREE THOUSAND POUNDS PRELININARY AND CURRENT WEEK ADVERTISING AND JOINTLY FOUR HUNDRED WEEKLY REMAINDER SEASON CONTINUE INDEFINITELY IF EMPIRE SHARE NOT LESS EIGHT HUNDRED POUNDS WEEKLY IF GROSS BELOW TWO THOUSAND POUNDS WE CAN DETERMINE OR EXTEND PROVIDING WE GUARANTEE EMPIRE MINIMUM EIGHT HUNDRED RUSH ANSWER. BERMAN

COPY FOR Mr. Banzhaf

Submitted to Mr. G. June 18-21 AB

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

June 17 th,1921.,

Received from D W Griffith Inc. Pay Roll Check #8128
to the amount of $ 1000. for week ending July 3 rd,1920.

Lillian W. Gish
Signed.

FIFTH ANNIVERSARY YEAR OF GLOBE CONCERTS

The Globe
AND Commercial Advertiser.

73-83 DEY STREET NEW YORK

Address All Communications Regarding
Our Family Music Department to
502 Washington Avenue,
Brooklyn, N. Y.
Prospect 1707-1708.

June 17th, 1921.

Mr. D. W. Griffith,
1476 Broadway,
New York.

My dear Mr. Griffith:-

I want to tell you how deeply moved I have been by your kindly reception of me the other day; I have learned a great deal and I have also been made to realize anew that greatness is simplicity, and that simplicity adorns the master.

What you told me, will make some excellent material for many articles. Won't you have your secretary send me half a dozen photographs of yourself, one of which contains your autograph to me?

Now, I am putting your name down on the Association of Motion Picture Musical-Interest Executive Committee for the prestige it will bring that important organization for musical-picture development.

As I told you, I am sending you two stories for motion pictures with a musical atmosphere as its background. I know that you cannot follow any scenario. You must simply have a basic plot of strength, with possibilities of tender, humorous and masterful scenes. And I believe that these pictures have it. So for your information, I am suggesting--just read the introduction of the stories which go under separate cover--if it appeals to you, then read what follows.

There is a certain point about this which I feel you ought to know--there is a ton of publicity, five hundred thousand boosters in the cities of the United States among the American musicians who will put their resources back of this story.

One other idea. I want you to meet a man who admires your work immensely--he is one of the biggest publishers in America, wealthy, important, an old gentleman who is associated with all the musical activities of the country. I refer to John C. Freund, of whom you have absolutely heard. He is interested

in the stories, but he is more interested in making some material which he can use in his big magazines about you.

Will you arrange an hour on Wednesday or Thursday of next week, and Mr. Freund will drive up to see you. You'll like him, and it will work out well all around.

Sincerely,

Charles D. Isaacson

Editor, "Our Family Music" Page.

c.d.i.-rr

302 Longacre Building,
New York City, N. Y.
June 17, 1921.

Mr. E. C. Bowen, Jr.,
c/o Aetna Life Insurance Co.,
Hartford, Conn.

Dear Mr. Bowen,

I wish to acknowledge receipt of your letter of the 16th, and regret that I was unable to see you before you left here.

Regarding the articles which I am holding for you, I was surprised to hear that you cannot use them any longer as at the time when I met you at the Commodore you seemed to be very pleased that I was able to get them for you, in fact, it was not an easy matter to get them. However, have secured them and they are now in my possession and I will be glad to give them to you any time you come down.

I paid $43.50 for the articles, This seems like a terrible lot of money but I was assured that it was the lowest possible price they could be gotten for. It represents twenty-five for one and eighteen fifty for the other. I should be glad to have you send me your check, and hope to see you soon personally when I will deliver them to you.

If you see Mr. Elwood Jones (of automobile insurance company)please extend my best regards and tell him on the occasion of his next visit to New York to be sure and call me up. I met him here recently and I enjoyed his company very much.

With kindest regards,

Sincerely yours,

JCE/CC

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL

LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

June
17th
1921

Mr. Albert H.T. Banzhaf
130 West 42nd Street
New York City

My dear Bert:

Enclosed is copy of letter from Mr. Guedalla dated May 27th, 1921 concerning the Allied Artists Corporation.

Sincerely yours,

DFO'B/IC

No. 20 A

Library of Congress

Copyright Office

Washington, D. C. JUN 18 1921

DEAR SIR :

In compliance with your request we have recorded as noted below the document you sent us, and return them herewith duly certified.

The amount stated below has been applied to cover the statutory fee for recording the instrument of transfer and for indexing the transfer of the proprietorship of a copyright as requested.

Remittance received, $ 5.00

Fee applied, $ 5.00

Excess returned herewith by check on the Treasurer of the United States, $.....

Fee applied and charged to the balance in hand from your trust fund, $.....

Respectfully,

Thorvald Solberg
Register of Copyrights.

INCLOSURES:

1 Document recorded in book 96 pages 223-229.

Refund check, $.....

Messrs. Banghof & Pembleton,
140 W. 32nd Street,
New York,
N. Y.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

June 18th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives
Way Down East		754		
Dream Street		116929		
Lab. Mach. Tests	95			
Picture U-3			29602	26898
	95	117683	29602	26898

Positive stock used

Eastman	100545
Bay State	0
Belgian	36029
Agfa	10806
	147380

Negative stock used

Eastman	26898

June 18, 1921

Deferred Cablegram to

Howbau

Paris (France)

For Grey. Cable received referring to cable day previous.
concerning actress
First cable not received. Do not understand message.

Griffith

Phoned by S. Wiener

Studio
Misc

June 18th 1921.

Mr. J.C. Epping, Treasurer,
D.W.Griffith, Incorporated,
#1476 Broadway,
New York City.

Dear Mr. Epping:

This will introduce to you Mr.Folmer who has recently finished his course at Princeton and now wishes to obtain some employment at a motion picture studio wherein he may familiarize himself through the different stages of production of motion pictures and also with a possibility of taking parts therein as an actor.

If there is anything you can do for Mr. Folmer it would be greatly appreciated both by him and myself.

Very truly yours,

AHTB/GD

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000.000. Surplus $ 25.000.000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, June 18, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
C/o Mr. J. C. Epping,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N. Y.

Dear Sir:

We have today received from the United Artists Corporation checks for $2,401.63 and $136.50.

The proceeds of the latter check, which is drawn on Canada, after deducting discount at the rate of 11 1/2%, namely $120.80, and the amount of the former check, totalling $2,522.43, have been applied in reduction of the principal of your loan dated May 14, 1920 to $105,984.24.

Yours very truly,

Assistant Treasurer.

66-1

11786.83
19722 8.93
209015.76

315,000.00
209015.76
105984.24

8956
8 1/2
43978
703648
7476 26
43978 80
743228.20

8956
43978 6

C O P Y

- - - - - - - - - - - - - - - - - - -

DAVID W. GRIFFITH

- with -

CENTRAL UNION TRUST CO. OF N.Y.

- - - - - - - - - - - - - - - - - - -

A S S I G N M E N T

- - - - - - - - - - - - - - - - - - -

DATED: June 18th 1920.

Not used

WHEREAS I, DAVID W. GRIFFITH, of the Village of Mamaroneck, Westchester County, New York, have applied to the CENTRAL UNION TRUST CO. OF NEW YORK for a loan in the sum of TWO - HUNDRED THOUSAND ($200,000.) DOLLARS for use in my business now carried on by me at my Studio at Mamaroneck, Westchester County, New York, and

WHEREAS, the Central Union Trust Co. of New York has heretofore and under date of January 30th 1920 loaned to me through the UNITED ARTISTS CORPORATION the sum of One hundred Seventy-five thousand ($175,000.) Dollars with interest, payment of which said sum is evidenced by a demand note dated January 30th 1920 to the order of the United Artists Corporation for said sum, payable at the Central Union Trust Company, 42nd Street Branch, on demand, payment of which sum is secured by an assignment of all my right, title and interest in and to the motion picture rights of the dramatic production known as "WAY DOWN EAST" and of my Eighty (80%) percent interest of the gross receipts to be received by the United Artists Corporation on the release thereof pursuant to terms of the contract had by and between the United Artists Corporation and made under date of 15th day of Feb. 1919, by and between me and the United Artists Corporation aforesaid, which contract is made a part hereof, by which assignment the United Artists Corporation is to collect said Eighty (80%) percent of the gross receipts derived from the exhibition of said picture until the liquidation of the note aforesaid, and

WHEREAS, the Central Union Trust Co. of New York is unwilling to make such further loan of Two - hundred thousand

($200,000.) Dollars aforesaid unless the same is secured by an assignment to it of all my right, title and interest in and to the photoplay known as "WAY DOWN EAST" and an assignment of the negative thereof, together with all receipts due me or to grow due me out of my Eighty percent share from the gross receipts arising out of the sale of said picture "WAY DOWN EAST" through the United Artists Corporation subsequent to the liquidation of the aforesaid indebtedness of One hundred Seventy-five thousand ($175,000.) Dollars and of the further assignment of the World's rights which I own outright in and to such picture outside of the United States and the Dominion of Canada, and of the gross receipts to be received by me out of the release, sale or exhibition thereof throughout the entire World.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, DAVID W. GRIFFITH, in consideration of a loan in the sum of TWO - HUNDRED THOUSAND ($200,000.) Dollars, being made to me by said Central Union Trust Company of New York, and the sum of One ($1.00) Dollar lawful money of the United States to me in hand paid before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged and of the premises herewith have sold, assigned, transferred and set over unto the Central Union Trust Co. Of New York, its successors and assigns to its own proper use and benefit all of my right, title and interest in and to the motion picture negative and positive prints thereof of the picture known as "WAY DOWN EAST" for the entire World, and all sum or sums of money now due or to grow due me upon contracts covering the leasing or distribution of said picture, had or to be had with the United Artists Corporation for the United States and

and Canada or with any other person, firm or corporation for contracts other than the United States and Canada. This assignment is subject to the contract made by me with the United Artists Corporation for the release of such picture in the United States and Canada and subject to the assignment to the United Artists to secure the payment of the sum of One Seventy-five thousand ($175,000.) Dollars aforesaid due by me and the United Artists Corporation to the said Central Union Trust Co. of New York, and I do hereby give said Central Union Trust Co. of New York, its successors, and assigns full power and authority for its own use and benefit to ask, demand, collect, compound and give acquittance for the same, or any part thereof, and in my name or otherwise to prosecute and withdraw any suit or proceedings at law or in equity therefor. I represent that I will as Trustee of the Central Union Trust Co. of New York hold the aforesaid picture negative and positive prints thereof hereinbefore described and I do further hereby authorize said United Artists Corporation as Trustee for the said Central Union Trust Co. of New York to collect the sum or sums of money due or to grow due me on account of the leasing or exhibition of said photoplay pursuant to the contracts now had or to be had with the United Artists Corporation in the United States and Canada or from any other person, firm or corporation relating to receipts received from the exhibition or release of said photoplay in foreign territory and I hereby authorize said United Artists Corporation as trustee as aforesaid to deliver and pay the same to the Central Union Trust Co. until such time as the aforesaid loan or any subsequent loans which the said Central Union Trust Co. might make to me is fully liquidated.

I further represent that the picture negative of the aforesaid photoplay is fully insured against loss by fire and that I will, as Trustee for said Trust Company, collect and deliver to it any and all insurance money or intstruments for the payment of money so due.

I further represent that said motion picture negative and contracts had or to be had with the United Artists Corporation or any other person, firm or corporation arising out of the domestic or foreign rights of the exhibition and distribution of said picture and none of the payments due or to grow due thereon have heretofore been assigned, and the same are owned by me subject to the terms of the contracts had or to be had with the United Artists Corporation, except as hereinbefore mentioned free from all offsets and counterclaims.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal the 18th day of June, 1920.

D. W. Griffith (L.S.)

CITY, COUNTY AND :
: ss.:
STATE OF NEW YORK:

On this 18th day of June, 1920, before me personally came and appeared DAVID W. GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Gertrude Wenneen,

Notary Public, Kings County N. Y.
Clerk's No. 189, Register's No. 1077
Certificate filed New York Co. No. 191
New York County Register's No. 1268
Commission expires March 30, 1921

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF GENERAL MANAGER

June 21, 1921

Mr. A. H. T. Banzhaf,
Bush Terminal Building,
New York, N.Y.

Dear Mr. Banzhaf:-

In accordance with your request, made to Mr. Hodkinson, enclosed you will find list of contracts on DREAM STREET, which have been played.

Yours very truly,

M. H. Rook

CONTRACTS ON
"DREAM STREET"
THAT HAVE ALREADY BEEN PLAYED June 21, 1921

CITY	STATE	THEATRE	LENGTH OF RUN		
Cleveland	Ohio	Allen	Played	7	days
Brattleboro	Vt.	Latchis	"	3	"
Haverhill	Mass.	Strand	"	4	"
Grand Rapids	Mich.	Majestic-Gardens	"	7	"
Detroit	Mich.	Adams	"	7	"
Bangor	Me.	Bijou	"	6	"
Boston	Mass.	Old South	"	6	"
Northampton	Mass.	Plaza	"	3	"
Milwaukee	Wisc	Majestic	"	14	"
Champaign	Ill.	Orpheum	"	6	"
New Haven	Conn.	Olympi a	"	7	"
Columbus	Ohio	Grand	"	7	"
Newport	R. I.	Colonial	"	3	"
Providence	R. I.	Opera House	"	12	"
Denver	Colo	Rivoli	"	7	"
New York City	N. Y.	Town Hall	"	5	wks
New York City	N. Y.	Strand	"	1	wk
Brooklyn	N. Y.	Crescent	"	2	wks
Williamsport	Penna.	Majestic	"	6	days
Baltimore	Md	Ford's O.H.	"	12	"
Seattle	Washn	Winter Garden	playing at present		

97

June 21st 1921.

Central Union Trust Co.,
80 Broadway,
New York City. Discount Department.

Gentlemen:

Pursuant to the conversation of the undersigned had with Mr. Leary relative to your Company applying $8,000. of the $10,000. which you received for our account from the United Artists Corporation for week ending June 18th last to the liquidation of the Tallman certificates of indebtedness or notes which your Company holds against Wark Producing Corporation we herewith wish to confirm your authority so to do and at the time of the last payment of the $10,000. weekly which the United Artists is now forwarding to you for our account under agreement had between your Company and our Company under date of the 11th day of May, 1921, in liquidation of the $250,000. indebtedness, we will the week succeeding that time pay you an additional $8,000. which you have so deducted and applied on account of the Wark Company as aforesaid, which, together with the check of the Wark Company for the sum of Two hundred odd dollars, liquidates the Wark's indebtedness on the Tallman notes.

Will you kindly forward to the undersigned the aforesaid notes so that they may be properly written off.

Any further advice you may require regarding this matter we will be pleased to forward to you.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____
Secretary

AHTB/GD

FIFTH ANNIVERSARY YEAR OF GLOBE CONCERTS

The Globe AND Commercial Advertiser.

73-83 DEY STREET NEW YORK

Address All Communications Regarding
Our Family Music Department to
502 Washington Avenue,
Brooklyn, N. Y.
Prospect 1707-1708.

June 21st, 1921.

Mr. D. W. Griffith,
1476 Broadway,
New York.

My dear Mr. Griffith:-

Not having had any acknowledgement of my letter of June 17th, I am wondering if it reached you.

I mentioned therein the possible appointment with John C. Freund on Wednesday or Thursday of this week - his driving up to see you.

Perhaps it would be more convenient to make this Wednesday or Thursday of the next week - June 29th or 30th. Please have your secretary phone me concerning the matter.

Sincerely,

Editor, "Our Family Music" Page.

c.d.i.-rr

NATIONAL ASSOCIATION OF THE MOTION PICTURE INDUSTRY
(INCORPORATED)

1520 BROADWAY NEW YORK CITY

June 21, 1921.

FREDERICK H. ELLIOTT.
EXECUTIVE SECRETARY

Mr. D. W. Griffith,
1476 Broadway,
New York City.

Dear Mr. Griffith:

You will recall my reference to the authors' film which was made on the Coast and many prints of which have been distributed for exhibition in the states where censorship bills were pending during the past few months.

I am mailing under separate cover one of the prints and wish that you wouldnscreen the same at your earliest convenience and would also suggest that you add some footage to the subject yourself. We ought to have about 800 to 1000 feet of this material, which has proven very effective.

I will be glad to take up the matter with you at any time.

Yours very truly,

F H Elliott

Executive Secretary.

FHE/N

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE **Allied Artists Corp.**

June
22nd
1921

Mr. Albert H.T. Banzhaf
130 West 42nd Street
New York City

My dear Bert:

Enclosed please find copy of letter from Guedalla, Jacobson & Spyer in re stock of the Allied Artists Corporation. It was the opinion of the directors that the United Artists Corporation of Delaware should own the stock of the foreign corporations, and the artists by virtue of their ownership of the stock in the United Artists Corporation would control the entire situation. This would make the legal machinery simple by having the United Artists Corporation direct the business affairs of the subsidiary corporations. There is ~~no~~ an objection to this method, ~~and~~ although if there be any profits coming into the treasury of the United Artists Corporation, we would have to pay a tax on those profits in the United States.

The sale of the license of the pictures in Canada for the amount as we have arranged there, practically precludes the United Artists Corporation from making any profit and enables the artists to receive an amount equivalent to its percentage of the gross receipts.

Just as soon as things develop so as to know where we are at, we can make such arrangements for the foreign rights. I have withheld the drawing of contracts with the various artists for that reason.

DFO'B:IC
ENC

Sincerely yours,
Dennis F. O'Brien

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES

ORIENTA POINT

MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

June 23 rd ,1921.,

Received from D W Griffith Inc. Pay Roll check # 8402 to the amount of $ 1000. for week ending July 10 th,1920.

Lillian D. Gish

Signed.

Guedalla

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

June
24th
1921

Mr. Albert H.T. Banzhaf
130 West 42nd Street
New York City

My dear Bert:

Enclosed please find copy of communication from Mr. Guedalla.

Will you kindly give it the "once over" and let me know your wishes concerning same.

Sincerely yours,

DFO'B/IC

STATEMENT BY SIDNEY SILVER

relative to the

FOX PUBLISHING COMPANY

Matter.

Mr. Silvers states that he is a brother of Mr. Louis Silvers the man who arranged music for Dream Street. That Mr. Sidney Silvers had spoken to his brother, Louis, relative to some musical selections for this picture and that Louis asked him to see the Fox Publishing Company as to whether or not they had some music that would be available. That Mr. Sidney Silvers then called upon Fox Publishing Company on 45th Street, he does not remember the number, and saw a Mr. Daly Paskman, whom he had not known before and introduced himself as a brother of Mr. Louis Silvers. After he had mentioned that he was Louis Silvers brother, he asked me what Louis was doing, he stated that he kept in touch with the work that Louis was doing but Louis had never met him either and I (Sidney) told him what my mission was, up there to see if we (Sidney and Louis) could find some numbers that they published to suit the picture, Dream Street, and it seemed that the entire firm was delighted about it. There were men behind the counter who willingly volunteered to recommend selections. Daly Paskman recommended a number of selections and gave me free copies of the numbers which they published and asked me to come back and report which numbers we selected. He also asked me for Louis telephone number so that he might call him up as he stated that he has some lyrics which he wanted Louis to write music for. He said that in any way we would use these selections in a picture, that we would be doing them a great favor. I brought these numbers to Louis and Louis selected Marinette. Louis went to see them.

Thereafter Mr. Peisch states a Mr. Peter Isenberg went to Fox Publishing Company and procured

free of charge, all the copies that were in their possession of this number Marinette, consisting of the complete orchestrations, either six or seven full orchestrations were given.

MR. SIDNEY SILVER
1498 Union Street
Brooklyn, New York

PETER ISENBERG has been with the firm since last September playing in the orchestra in Way Down East at the time the score for Dream Street was prepared. Mr. Louis Silvers asked him to procure from Schirmers Publishing Company TRISDEND ISOLDA and FORSTPEED by Wagoner , ROSE IN THE BUD and specifically asked me to get complete copies of all they had of MARIONETTE. I went to Schirmers Publishing house and saw a man by the name of DAW and procured from him complete orchestrations and any extra pieces that they had of Marionette and also procured copies of the complete orchestrations of Rose in the Bud. I do not know the number of the other pieces I got at that time. They gave us the number Rose in the Bud without charge and I do not know whether they made a charge of the copies of Marionette or not, they of course knew that I was getting these for the Griffith Organization.

I played in Boston and Providence and there they used manuscript copies of Marionette. We also used manuscript copies of Marionette in New York at the Central Theatre and Town Hall. Manuscript copies were also used in Philadelphia as I was there.

PETER ISENBERG

224 West 47th Street

New York City

Room 11 - -

June 25th 1921
Morning - MD

Mourshill 8919

Artist's Orchestra Repertoire

ARRANGED AND PUBLISHED

BY

ROSS JUNGNICKEL

NEW YORK, N. Y.

RECENT ISSUES

No. 22. HOLMÈS, AUGUSTA Dramatic Scene, "Andromeda and the Storm King"
Extract from the Symphonic Poem, "Andromèda."
Arrangement and Orchestration by Ross Jungnickel.

"Andromeda, lashed to the rock, amid the rolling of the wild sea, and thunder of the elements: the very earth quivers and the universe is affrighted by the approach of Poseidon, the Storm King, with his Dragon. Perseus descends on his flying steed, Pegasus, slays the monster, and carries Andromeda off to Heaven."

For concert purpose this work is most effective, while for the Photoplay library—it is a notable acquisition. As a scenic Overture, a stronger and more thrilling episode is difficult to imagine. Every bar represents intense dramatic action, the themes are forceful and the melodic invention is as impressive as it is beautiful.

The original symphonic form of this work, notwithstanding its highly artistic and dramatic merits, has remained in obscurity many years, because of technical defects of impractical and often ineffective orchestration. In the Jungnickel arrangement these difficulties are obviated, and an admirable work thereby comes into its own.

Notice to Directors.—The performing rights of this version *as a Scenic* are reserved and protected by copyright, and can only be acquired by the purchase of the complete orchestral material, consisting of the full Score, complete parts for Grand Orchestra, together with required duplicate parts. For miscellaneous performance, or interpolation with other Scenarios, the purchase of the orchestral parts only is necessary to secure right of performance.

Reprinting and reproduction by mechanical process of the orchestral parts of this arrangement is not permitted.

While the Score calls for a large orchestra, the work is only of medium difficulty, and can be effectively given by an orchestra of 10 to 12, with the assistance of Piano and Organ. The use of the Organ is advisable in any case, to heighten the effect of the climax in the Storm Scene, and final Apotheosis.

The New York Strand Theatre has constructed special scenic effects based on the poem (as noted on the title page), wherewith the action is fitted to the music of the entire scene. Time, 9 minutes.

Net Prices (with discount off)

Full Orchestral Score	$3.00
Grand or Full Orchestra (35 parts), with Piano and Organ Parts	4.50
16 Parts, with Piano and Organ	3.15
11 Parts, with Piano and Organ	2.25
Piano Part	.68
Duplicate String Parts	.27

Edited and Published by ROSS JUNGNICKEL
165 East 35th Street
New York, N. Y.

ARTIST'S ORCHESTRA REPERTOIRE

No.	NUMBERS ISSUED TO DATE	Prices Net: Piano	Organ	11 Parts with Piano	18 Parts with Piano	Gr. Orch. with Piano
1	WALDTEUFEL, EMIL. Op. 105. Woodland Dreams, Waltz	$ .25	....	$ .90	$1.20	$1.35
4	DELIBES, LÉO Ballet, "La Source," Suite I	.40	....	1.90	2.25	2.50
6	RUBINSTEIN, A. Op. 10. Kamenoi-Ostrow (Cloister Scene)	.40	.20	1.60	1.90	2.15
7	VIEUXTEMPS, H. Op. 22. Rêverie	.40	....	1.50	1.75	1.90
8	a. VOIGT, F. W. **Op. 56. Paraphrase, Long, Long, Ago (Old Irish Folk-Song)** b. FLEGIER, A. Love Song (Stances)	.40	....	1.60	1.90	2.15
9	VOIGT, F. W. Paraphrase. "The Mill in the Valley"	.40	.25	1.50	1.85	....
10	EILENBERG, R. Op. 44. Morceau, Birdie's Alluring Call	.40	.20	1.20	1.55	1.80
12	a. KOEHLER, O. **Op. 38. Evening Devotion (Strings only).** .75 b. MARIE, GABRIEL Lamento ('Cello Solo)	.30	....	....	....	....
13	WAGNER–WILHELMJ Prize Song, "Meistersinger"	.50	.25	1.50	1.75	2.00
14	DOPPLER, F. Overture to the Opera, "Ilka"	.50	....	1.60	1.90	2.25
15	a. HALLÉN, A. Op. 40. Evening Twilight (Strings only). 75 b. KRETSCHMER, E. Op. 26. Evening's Quietude	.30	....	....	....	....
16	DELIBES, LÉO **Overture to the Opera Comique "Le Roi l'a Dit"**	.50	.30	1.60	1.90	2.25
18	DVOŘÁK, A. Op. 72. Two Slavonic Dances	.60	....	2.00	2.50	2.75
21	KÉLER–BÉLA. Op. 74. Overture Comique	.40	.30	1.40	1.65	1.90
22	HOLMÈS, AUGUSTA. Dramatic Scene, "Andromeda" **Score $3.00**	.75	.40	2.50	3.50	5.00
23	HERMANN, F. Waltz, "On the Beautiful Hudson"	.25	....	.90	1.20	1.45
24	BRUCH, MAX. Op. 47. Kol Nidrei (Hebrew Melody)	.40	.25	1.50	1.75	2.00
26	a. WALDTEUFEL, EMIL Op. 113. Bella Mazurka b. LEONARD, RAFAEL **Op. 16. King's Hussars, Grand March**	.40	.30	1.60	1.90	2.15
27	VERDI, G. Overture, "La Forza del Destino"	.50	.30	1.60	1.90	2.25
28	GRIEG, E. Lyric Pieces, Suite I (arranged for Strings with obligato Flute, Clarinet, and Cornet parts) **Score $1.50** a. Gade. b. Elégie. c. Gratitude. d. Grandmother's Minuet. e. At the Cradle.	.50	.30	1.80	....	....
29	GRIEG, E. Lyric Pieces, Suite II (same arrangement) **Score $1.50** a. Album Leaf. b. Canon. c. Little Bird. d. Scherzo.	.50	.30	1.80	....	....
30	GRIEG, E. Lyric Pieces, Suite III (same arrangement) **Score $1.50** a. In my native Country. b. Peasant's Song. c. Secret. d. Shepherd Boy. e. Homeward.	.50	.30	1.80	...	....
31	DOPPLER, F. Op. 19. Nocturne	.50	.20	2.00	....	....
	Solo for Violin, Flute, 'Cello (Horn or Clarinet) or Flute, Clarinet and Cornet	.50	.20	2.50	....	....
32	a. REINECKE, C. Op. 93. "King Manfred," Prelude, Act V b. PARADIS, H. Pastel-Menuet	.40	.25	1.50	1.90	....
33	THOMAS, A. **Overture to the Comic Opera, "The Carnival of Venice"**	.50	.30	1.70	2.00	2.50
36	TAVAN, E. Spanish Suite, "La Fête de Seville"	.60	....	2.00	2.50	2.75
40	STRAUSS, JOH. Overture, "Die Fledermaus" (The Bat)	.50	....	1.70	2.00	2.50
42	DELIBES, LÉO Ballet, "La Source," Suite II a. Scène dansée. b Scherzo Polka. c. Pas de la Guzla. d. Marche dansée et Final.	1.00	....	2.50	3.50	4.50
43	VERDI, G. Overture, "Sicilian Vespers" **Score $3.00** Military Band { 25 Parts and Score $3.00; 41 Parts and Score $5.00 }	.50	.30	1.70	2.00	2.50
44	DELIBES, LÉO Ballet, "La Source" Suite III **Score $8.00** a. Incantation. b. Romance. c. Introduction and Mazurka. d. Finale.	1.00	.60	2.50	3.50	4.50
45	MENDELSSOHN, F. Op. 14. Rondo Capriccioso	.40	.30	1.60	1.90	2.25
46	HOLMÈS, AUGUSTA Night and Love, Andante Amoroso	.40	.25	1.50	1.85	2.10
47	WAGNER–WILHELMJ Siegfried Paraphrase **Score $2.00**	.50	.30	1.70	2.00	2.25
48	GOUNOD, C. Grand Fantasia, "Faust"	1.00	.60	2.50	3.50	4.50
49	HEIMENDAHL, W. E. { a. Canzonetta (Strings only) .75 b. Bagatelle }	.30	....	....	....	....
50	POPY, F. Valse Poudrée (Intermezzo—Valse Lente)	.25	....	1.00	1.25	....
51	LOUD, W. E. Entr' Act, "Clarice"	.30	....	1.10	1.50	....
52	BOHM, C. Op. 314, No. 2. Cavatina	.35	....	1.50	1.85	2.10
53	CHOPIN, F. Op. 48, No. 1. Nocturne **Score $1.50**	.35	.20	1.50	1.85	2.10
54	a. WIENIAWSKI, H. Op. 22. Romance b. MENDELSSOHN, F. Op. 64. Andante	.40	.30	1.60	1.90	2.15
56	a. SULLIVAN, A. "The Lost Chord" b. TOSTI, P. "Good Bye" Solos for Cornet, Trombone or Violin (In A flat)	.30	.30	1.40	1.65	1.90
57	MacDOWELL, E. A. Op. 31, No. 6. Poëm Erotique (The Poet's Dream) **Score $1.00**	.40	.20	1.30	1.65	1.90
58	MacDOWELL, E.A. Op. 31, No. 2. Scotch Poem **Score $1.50**	.50	.25	1.50	1.90	2.25
59	HOLMÈS, AUGUSTA Barcarole, "By the Sea"	.40	.25	1.50	1.85	2.10
	Edition for Orchestra and Mixed or Female Chorus (Chorus Parts, each .12)	.40	.25	1.50	1.85	2.10

ARTIST'S ORCHESTRA REPERTOIRE

No.	NUMBERS ISSUED TO DATE	Prices Net: Piano	Organ	11 Parts with Piano	16 Parts with Piano	Gr. Orch. with Piano
60	MacDOWELL, E. A. { a. **Op. 24, No. 3, Cradle Song Score .50** / b. **Op. 19, No. 3, Reverie (Strings only) .75**	.40	....	....	....	....
61	{ a. MASSENET, J. Prelude, "Last Dream of the Virgin" / b. SOMMERLATT, J. B. Serenade, "The Angels' Whisper" (Strings only) .75 **Score .50** (Arranged for single Quintet or large String Orchestra)	.30	....	....	....	....
62	LISZT, F. Nocturne III, Dreams of Love (Liebesträume) **Score $1.50**	.40	.25	1.50	1.90	2.25
63	GRIEG, E. Lyric Pieces. { a. Op. 63, No. 4. Brooklet / b. Op. 71, No. 3. Puck	.40	.20	1.30	1.80	....
64	{ a. GRIEG, E. Op. 48, No. 6. Song, A Dream / b. GRIEG, E. Op. 71, No. 4. Repose of the Forest / c. RUBINSTEIN, A. Op. 32, No. 6. Song, The Asra / d. GRIEG, E. Song, With a Violet	.40	.25	1.50	2.00	....
65	RAFF, J. (Lenore Symphony), Love's Happiness	.50	.30	1.80	2.40	2.60
66	ILYNSKY, A. Op. 15. Oriental Suite. a. **Dance of the Gnomes**	.40	.25	1.50	1.85	2.25
67	ILYNSKY, A. Op. 15. Oriental Suite. b. **Orgies of the Spirits**	.50	.30	1.85	2.25	2.85
	BERGÉ, IRÉNÉE Suite Orientale (Six Parts) **Score** (each number) **$2.00**					
68	a. Arabia, Arabian Festival March Piano Solo .65	.40	.25	1.50	1.90	2.25
69	b. India, Hindu Prayer Piano Solo .40	.40	.20	1.50	1.90	2.25
70	c. Spain, Moorish Dance Piano Solo .65	.40	.25	1.50	1.90	2.25
71	d. Egypt, Cortège dansant Piano Solo .50 (Homage to the Sacred Ox of Egypt)	.40	25	1.50	1.90	2.25
72	e. Japan, Geisha Dance Piano Solo .65	.40	.25	1.50	1.90	2.25
73	f. China, Dance of the Mandarins Piano Solo .65	.40	.25	1.50	1.90	2.25
	BERGÉ, IRÉNÉE Chinese Suite (Four Parts) **Score** (each number) **$2.00**					
75	a. Dance of the Stars Piano Solo .90	.50	.25	1.50	1.90	2.25
76	b. To a Lotus Flower, Rêverie Piano Solo .60	.40	.25	1.50	1.90	2.25
77	c. Patrol of the Boxers Piano Solo .60	.40	.25	1.50	1.90	2.25
78	d. Festival of the Lanterns Piano Solo .90 (Chinese New Year)	.50	.25	1.50	1.90	2.25
79	MOSZKOWSKI, M. Spanish Dance **Score $1.50**	.40	.25	1.50	1.90	2.25
80	ARTIST'S PHOTOPLAY SERIES, Vol. I 10 Nos. { each	.30	....	.85	1.25	....
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Numbers 9, 71, 72, 73, 75, 79, 80, 81 in preparation.

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4. STRAUSS, O. Intermezzo
5. THOMÉ, F. Le Rêve
6. VAN GOENS, D. Romance sans paroles
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9. CHOPIN, F. Elégie ('Cello Solo)
10. CUI, C. Orientale
11. VALENSIN, G. Celebrated Menuet
12. DELIBES, L. { Andante from Ballet "Sylvia" (Violin Solo)
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CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

June 25, 1921..

6/4 - 10,000
6/11 - 10000 8000.00
2000.00
6/18.
6/25 - 10000.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, New York.

Dear Sirs:

We beg to advise you that we have this day received from the United Artists Corporation their check for $10,000. same to be applied on account of your demand note dated May 11th, with this company for $250,000.

Very truly yours,

Hayman

WATERHOUSE & CO. EXAMINED 1921

Assistant Secretary.

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New York, June 25, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
C/o Mr. J. C. Epping,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We have today received from the United Artists Corporation checks for $2,266.70 and $140.00. The latter check, which is drawn on Canada, has been discounted as follows:

Amount of check - - - - -	$140.00
Less 12 1/4% discount - -	17.15
Proceeds - - -	$122.85

This amount together with the face amount of the former check, making a total of $2,389.55, has been applied in reduction of your time loan dated May 14, 1920 to $103,594.69.

199,495.63
11,909.68
211,405.31

310,000.00
211,405.31
$ 103,594.69

Yours very truly,

Assistant Treasurer.

66-1

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
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D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

June 25th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives
Way Down East		37795		
Greatest Question		5384		
Idol Dancer		50		
Intolerance		132		
Dream Street		26436		
Picture U-3			22385	21111
		69797	22385	21111

Positive stock used

Eastman	77994
Belgian	13935
Agfa	253
	92182

Negative Stock used

Eastman	21111

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PRESENTS
WAY DOWN EAST

GENERAL OFFICES 303 LONGACRE BLDG. NEW YORK
TELEPHONE · · · BRYANT · 6761 · 6762 · 9486
A. L. GREY · · · · GENERAL MANAGER

Dream Street

June 27th 1921.

Mr. A. H. T. Banzhaf,
Bush Terminal Bldg.,
New York.

Dear Mr. Banzhaf:-

Herewith I enclose a list of theatres where the manuscript score of "Dream Street" has been used as per your request.

Very truly yours,

Albert Lesoe

Eureka Museum Publishing
Press, 145 W 45th.
1966 Bryant.

156. out -
94 Sale Tot
250 158 W 45 St
Bryant 4062

Mamaroneck, N. Y.
June 27th, 1921.

Mr. Frank R. Wilson,
807 Longacre Building,
1476 Broadway,
New York City.

Dear Mr. Wilson:--

I am delighted to accept the chairmanship of the Board of Directors of the Producers Finance Corporation.

An organization such as this one has been urgently needed in the motion picture industry for some time. I believe that such an organization engaged in the business of financing independent stars and producers is bound to exert a helpful influence on the motion picture industry, and that it should at the same time earn excellent dividends for its stockholders.

Very truly yours,

DWG-W

Griff.
Misc

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION

June 27th 1921.

Mr. Robert T.Charlton,
Room 234- Adams House,
Boston,Mass.

Dear Sir:

I have come in possession of your letter addressed to Mr. Griffith under date of the 7th inst., enclosing your circular on "Charlton Film Co.", in which circular you purport to quote D.W.Griffith,Incorporated, relative to the value of motion picture securities as compared with other classes of investment, and I beg to advise that this Company would much prefer that you would not quote it in this manner, especially as you do not use quotation marks and you may inadvertently convey to the minds of your patrons that this Corporation is endorsing your company, which, of course is not the fact.

Relative to the earnings as quoted the "BIRTH OF A NATION" and that of "BROKEN BLOSSOMS" in conjunction with that of other pictures, beg to advise that we cannot endorse the figures as quoted, especially as to the earnings of "THE BIRTH OF A NATION" and "BROKEN BLOSSOMS".

Very truly yours,

AHTB/GD

ADAMS HOUSE
EUROPEAN PLAN
GEO. C. HALL CO.
WASHINGTON STREET
BOSTON.

Griff
Misc

June 28th 1921.

Mr Banzhaf.
My dear Sir -

Your letter of the 27th concerning the Charlton Film Co's circular has been rec'd. I am glad to receive your objections. A few of these documents are in friendly circulation but have been withdrawn.

The figures on the "Birth of a Nation" and "Broken Blossoms" were taken from the Press, and not from any quotation of D.W. Griffith, Inc.

Very sincerely yours,
Robert F. Charlton.

GEORGE W. DAVISON, PRESIDENT
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CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

June 28, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N. Y.

PRICE, WATERHOUSE & CO. ACCOUNTANTS EXAMINED JUL 1921

Dear Sirs:

We beg to advise you that on June 18th we applied $2,000. in part payment on your note dated May 11th, 1921 for $250,000., the above payment representing the balance of a check of $10,000. sent to us from the United Artists Corporation, $8,000. having been used as agreed by Mr. Banzhaf in liquidation of the Tallman Certificates of Indebtedness which our Company held against the Wark Producing Corp.

chg. note Pay. } 2,000.00
chg. Wark Prod Corp. a/c Pay. } 8,000.00
10,000.00

Very truly yours,

Assistant Secretary.

WHS/HGH
BANKING

W.P.B.

Form 1204

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Night Letter	N L

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MERTHEIMER HOTEL WEIMER MARIENBAD CZECHO SLOVAKIA

1127A JUNE 30 1921

Ctf of deposit
Dream St.
U.A.

June 30th 1921.

Mr. Dennis O'Brien,
1482 Broadway,
New York City.

In re: United Artists Corp. stock.
- - - - - - -

Dear Capt:

In further reply to your favor of the 15th inst. I am enclosing herewith receipt under date of June 30th 1921 acknowledging delivery of certificate #40 for 111 shares of no par value common stock of the United Artists Corporation, which was delivered to Mr. Griffith and the D.W.Griffith Incorporated, pursuant to written agreement dated August 5th 1919 and which represented the payment for deliveryof "Dream Street". This receipt also acknowledges receipt of certificate evidencing deposit with yourself of six stock certificates representing in the aggregate 667 shares of common stock of the United Artists Corporation which was issued in place and stead of a similar certificate for 778 shares on said stock, which latter certificate is now cancelled.

Very truly yours,

AHTB/CD

Enc.

Gudalla 8

June 30th 1921.

Mr. Dennis F. O'Brien,
1482 Broadway,
New York City.

Dear Capt:

Beg to acknowledge receipt of your favor of the 24th inst. enclosing copy of letter from Messrs. Gudalla, Jacobson & Spyer under date of June 10th, June 7th, with statement attached as of same date, also your favor of the 22nd inst., enclosing copy of letter from same attorneys under date of June 8th and June 6th, also in receipt of your letter under date of June 28th, enclosing copy of letter from same attorneys under date of June 3rd, together with their letters of instruction under the same date addressed to Guaranty Trust Co., London, relative to the certificate of stock of the Allied Artists Corp.Ltd.

Relative to the bill of Gudalla, Jacobson & Spyer in relation to the organization charge of the Allied Artists Corporation, Ltd. I presume this will be paid by the Allied Artists Ltd. in due course as it does not appear to be unreasonable.

Thanking you for keeping me advised in these matters, I remain

Very truly yours,

AHTB/GD

The World,

A few who looked on films
Are you going to let them
formed on this problem of
tion of all sides of the

By Agnes Smith

THE motion-picture industry is doing its spring house cleaning. The windows are open, the carpets are being aired, some of the old furniture is being discarded, and a few skeletons are being dragged from the closets. And the reason for all this cleanliness? The reason is simple. The neighbors have complained and threatened to "have the law" on the movies if they do not use a little soap and water on the screen. The neighbors are the advocates of legalized censorship.

Never, in the history of the industry, has the agitation for censorship been so widespread or insistent. At the time that this article was written there were bills before the legislatures or city councils of twenty-three States. The actual number of the bills is hard to state definitely because censorship measures spring up in cities and little towns overnight, blossom, wither, and die. Every little indignant group of "better picture advocates" starts a movement all its own. Some of these movements fail because they are so ridiculous; others thrive. For instance, New York State is the scene of a determined fight for a board of film commissioners. Ohio, which already has a board of censors, is asking for stricter supervision. The wave of purity has even spread to England, where "Tay Pay" O'Connor's semiofficial board of censors is coming in for some hard criticism, and several members of the House of Commons have suggested that England establish an official body. Wilbur Crafts, president of the International Reform Bureau, is said to sponsor a Federal act to prohibit the showing of offensive pictures in the United States.

I am telling you how widespread is the cry for censorship to show you why the producers are scared to death and why you should be more than casually interested in the subject. The primary cause for the agitation is quite simple. The motion picture, accessible to any one who can earn or borrow a dime, is the most democratic amusement the world has ever known. You don't have to learn to read or write to enjoy the motion picture. You don't have to have any taste, education, or discrimination to become a "**fan.**" The screen appeals to the three-year-old child just as powerfully as it does to the adult.

For that reason, uplift groups, and circles of serious-minded individuals have grown afraid of the influence that the all-powerful movie has upon the young, the ignorant, and the impressionable. And so a whole flock of local bills, sponsored in many cases by well-intentioned but short-sighted persons, have cropped up and thrown the whole industry into a panic.

The reason that the public has not shown a greater interest in these measures is because so few persons realize how irresponsible, how autocratic, and how unreliable are the rulings of the small boards that try to pass upon the entertainment made, not for the censors, but for millions of normal and open-minded human beings. The public does not yet realize that censorship is not only wrong in principle, but slipshod, ineffective, and unfair in practice.

Kansas, Maryland, Ohio, and Pennsylvania have long enjoyed the moral benefits of censorship. These boards have given the producers and exhibitors some trouble, but they have become so firmly entrenched in the industry that they are taken more or less as a matter of course. The sudden crop of new bills, however, introduced in all sections of the country, has given producers, stars, and directors something to worry about. They are beginning to realize that censorship is not the whimsical fancy of a little group of reformers; in other words, it is no laughing matter.

The producers, to put it frankly, find themselves in the same position occupied by the brewers and distillers a few years ago when prohibition first became a real political issue. Like prohibition, censorship is not a movement backed by the majority. It is not popular with the public in general. But it is being forced to the front by a solid, determined, and influential minority. And any one who knows the A B C's of politics is aware of the fact that a legislature is just as likely to pass a minority measure as it is to pass a popular bill.

Before I tell you more about the causes that have brought about this agitation, I should like to explain to you the workings of a censorship board. As a rule these boards are made up of three members. Every film, with the exception of news reels, intended for exhibition in the State where the censors rule, must be approved by this board and must bear a tag explain-

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PICTURE-PLAY MAGAZINE
Volume XIV JUNE, 1921 No. 4

WHERE "WAY DOWN EAST" WAS MADE

A CAMERA MAN, flying high above the Griffith studio at Mamaroneck not long ago, snapped this picture of the twenty-nine-acre estate where Mr. Griffith lives and works. The principal points of interest are as follows:

1. The old Flagler mansion, now used for the executive offices of the Griffith organization.
2. The studio, where all the interior scenes are taken.
3. The laboratory, in which the films are developed and printed.
4. An apparatus, consisting of two huge poles, connected by a cable, on which an aëroplane was hung, so that close-up pictures could be taken showing the plane apparently in flight. This was used by Dorothy Gish in "Flying Pat."
5. The lodge house at the entrance to the estate.
6. The set used for the outside views showing the home of *Squire Bartlett,* in "Way Down East."
7. The orchard, which supplies fruits for the studio restaurant.
8. The garden, where vegetables are grown for the same purpose.
9. The gardener's house.
10. The stables built for the Flagler family.
11. D. W. Griffith's house, fitted with private gymnasium, library, et cetera.
12. The trees under which the snowstorm scenes for "Way Down East" were taken. So terrific was the gale which was blowing when some of these scenes were taken that the trees, under which Lillian Gish had to stand, were fastened with heavy chains for fear that they would be broken by the wind and fall on her.
13. Mr. Griffith's private pier.
14. Summerhouse built by Flagler.

The estate is on Long Island Sound, about two miles from the village of Mamaroneck, which is an hour's ride from New York City.

MEMORANDUM IN RE: PROPOSED OFFER TO BE MADE TO GRIFFITH, INC., WHICH HAS BEEN APPROVED BY CARL FISCHER, SAM FOX PUBLISHING COMPANY, ROSS JUNGNICKEL and G. SCHIRMER, INC.

I. - An arrangement shall be entered into to govern any scores which Griffith, Inc. may desire to publish in the future, which shall cover the following points:

(a) Griffith, Inc. to pay 50% of the list price on all copyright music and/or arrangement required for the number of complete scores produced, as a royalty. A minimum edition of 100 scores to be printed in each specific instance. (If any copyrighted music and/or arrangement is used and repeated more than once in any score, the quantity of copyrighted music and/or arrangement required shall be determined by multiplying the number of scores to be printed by the number of times any such copyrighted music and/or arrangement is repeated in said score.)

(b) Griffith, Inc. to apply for a special license for the use of each piece of copyrighted music and/or arrangement required for any score.

(c) Each such license to be confined to the one particular score then contemplated.

(d) Copyright notice to appear on the face of the score with the name of the piece from which extract is taken, together with the composer's and/or arranger's name.

(e) Each score to carry on the outside of cover or on the inside title page a list of copyrighted compositions and/or arrangements of which the whole or parts have

been used therein, with the composer's and/or arranger's name and the publisher's list price.

(f) When any motion picture with the exhibition of which a particular score produced from copyrighted music and/or arrangement as herein provided has been used shall be abandoned for any reason whatsoever, all scores used in connection therewith shall be destroyed under the supervision of the publishers, and no such score shall be used in any event in connection with the exhibition of any other or different picture than that for which it was produced.

II. - The adjustment between Griffith and the publishers to be given publicity at Griffith, Inc.'s expense in the trade papers of both trades represented in this adjustment, the form of statement to be published to be agreed upon between the representatives of Griffith, Inc. and of the publishers, and both the form and substance thereof to be subject to the approval of the publishers.

III. - That in the future the publishers involved and Griffith, Inc. shall co-operate for the purpose of aiding one another in suppressing the pirating of copyrighted matter.

IV. - (a) Griffith, Inc. to pay the publishers double the list price of all copyrighted music and/or arrangement necessary to complete 250 scores of "Dream Street". The amount of such music and/or arrangement to be determined in the same manner as is outlined in "(a)" under "I".

(b) Griffith, Inc. shall immediately send out and procure to be annexed to every "Dream Street" score issued and unissued at this time an index giving in detail the name of the copyrighted music and/or arrangement from

which all extracts from such pieces appearing in said score were taken, together with the copyright notice and the composer's and/or arranger's name.

(c) Griffith, Inc. to give the publishers complete information with respect to all of their respective copyrighted music and/or arrangement used by Griffith, Inc. in any other scores than "Dream Street" produced by him in the past with ample opportunity to verify such information.

(d) If the terms of "(c)" are complied with, the publishers will accept from Griffith, Inc. the payment of the list price of the copyrighted music and/or arrangement necessary to produce such scores in the number printed by Griffith, Inc., the amount of such music and/or arrangement to be determined in the same manner as is outlined in "(a)" under "I". This with respect to all scores other than "Dream Street".

FORM 3 IT

FRANCHISE TAX ON BUSINESS CORPORATIONS

Every corporation incorporated prior to July 1, 1921, must make this report.

To STATE TAX DEPARTMENT, ALBANY, N. Y.

This report is DUE JULY 1, 1921, if the corporation made a report of net earnings to the United States Treasury Department before June 1, 1921, or if the corporation completed no fiscal year prior to July 1, 1921.

The report must cover the conditions and the entire net income for the corporation's last fiscal year ending on or before June 30, 1921.

Corporations filing reports with the United States Treasury Department after June 1, 1921, for a fiscal year ending before July 1, 1921, must file this report within thirty days after such filing.

Name of corporation D. W. Griffith Inc
(Exact corporate title)

Mail address Orienta Point, Mamaroneck, N.Y.

I make the following report of such company for the ~~year~~ 6 months ending DECEMBER 31, 1920, or the fiscal year ending ....., pursuant to Article 9-A of the Tax Law.
(Date inserted above must be the same as given in answer to (8) below)

(1) Organized June 30, 1920, under the Laws of Maryland

(2) Began business in New York July 1, 1920

(3) If not incorporated under the laws of New York, has it been legally authorized to do business in New York State? .....

(4) Authorized capital stock, $~~375,000~~ 125,000 shares Class A " " B (5) Amount of average indebtedness for year, $ 1,661,023.14

(6) Issued capital stock, ~~June 30, 1921~~ Dec. 31, 1920 375,000 Shares common stock, no par value $ 446,925.99

47,571 Shares preferred stock, no par value $ 404,353.50

422,571 Shares without par value, amount paid in $ $851,279.49

(7) Has your fiscal year been changed since July 1, 1919? no

(8) ENTIRE NET INCOME FOR THE YEAR ENDING DECEMBER 31, 1920, or the FISCAL YEAR (PERIOD) COMMENCING July 1, 1920 AND ENDING December 31, 1920, as shown by its report to the UNITED STATES TREASURY DEPARTMENT without deduction for excess profit, normal income tax or the $2,000 allowed by the Federal Government as an exemption, $ 186,503.85

(Note: The above answer must be based on the last report filed with the Federal Government for a period ending between July 1, 1920, and June 30, 1921, inclusive.)

(9) Dividends received from domestic corporations not personal service corporations, and dividends upon stock of foreign corporations taxable by the United States upon any portion of their net incomes, not included in (8) $ none

(10) State amount of interest received, if organized under the laws of New York, from Federal or other obligations included in item (8) $..... and also state amount not included in (8) $ none

(10-a) State amount of interest received, if not organized under the laws of New York, from Federal or other obligations included in item (8) $..... (Sub. 1), and also state amount not included in item (8) $ none (Sub. 2)

(10-b) State the amount of interest included in (10-a) received from such obligations held in New York, as regards (sub. 1) $..... and (sub. 2) $ none

(11) State amount, if any, allowed by the Federal Government for losses sustained in prior years $ none

(11-a) State the amount of net income deducted for loss in prior years in arriving at item (8) $ none

(12) If the entire net income as first returned was changed by the Federal Government, state the amount of such entire net income as finally determined for the year ending ..... 1916, $ none, ... 1917, $..... ; ..... 1918, $ no, ... 1919, $.....
(If no change made insert the word "None")

(13) If a corporation is not organized under the laws of any state within the United States it should return its entire net income, wherever earned, $.....

(14) If the amount reported is inaccurate, state the amount claimed to be correct, $.....

(15) Nature of business and how transacted Production and exhibition of motion pictures

(16) Place, street and number where business is conducted Orienta Point Mamaroneck, N.Y.

(17) State the city or town, street number and state where the company maintained any permanent store, warehouse, factory or other place of continuous business outside the State of New York during the year Corporate Office 101 East Fayette St. Baltimore, Md.

(18) Any corporation taxable hereunder, except one having stock without par value, may omit from this report the segregation of assets on page 2 *only* by signing the following consent:

I AM AUTHORIZED by the Board of Directors of this corporation to consent and I do hereby consent that said corporation be taxed upon its entire net income at 4½ per cent or upon its entire issued capital stock at one mill on the dollar, as provided by law.

Do not sign consent unless taxable by the State of New York on entire income or entire issued capital stock.

Do not sign here

(Official title)

(19) Does this corporation own a majority of the stock of another or other corporations? no

If so, give name of each and amount held .....

(20) Is a majority of the stock of this corporation owned by another corporation? no If so, by what other? .....

(21) Did this corporation file a consolidated report with the United States Treasury Department? no

(21-a) If so state amount of consolidated net income $.....

THIS REPORT MUST BE VERIFIED ON PAGE FOUR

ALL QUESTIONS ON THIS PAGE MUST BE ANSWERED

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MUST BE ANSWERED

(22) Were its income and assets included in the consolidated report of another corporation? ..... No

If so, name of corporation reporting the consolidated net income .....

and amount of net income so reported $ .....

(23) Give the names and net income or loss attributable to each corporation, including the reporting corporation, included in the consolidated report, and specify whether gain or loss ..... $ .....

..... $ .....

(24) Has this corporation since January 1, 1917, either directly or indirectly, acquired by merger, consolidation or purchase, the major part of the assets or the franchise of any other corporation or corporations? .....

If so, give name of each corporation and date of acquisition .....

.....

SEGREGATION OF ASSETS

Note: This segregation must be made unless the consent under Paragraph 18, Page 1, has been signed.

TOTAL SEGREGATED ASSETS WHEREVER LOCATED

(a) Average total monthly value for the fiscal or calendar year of bills and accounts receivable arising from personal property sold by the corporation from merchandise manufactured by it within and without this state	$			
(b) Average total monthly value for the fiscal or calendar year of bills and accounts receivable arising from the purchase, or sale of, or trading in, personal property, or from services performed by the corporation, its officers or agents, excluding those arising in any way from advances or loans	$			
‡Average monthly value of all its real property wherever located (actual value)	$			
‡Average monthly value of all its tangible personal property wherever located (actual value)	$			
§Average total *actual* value of shares of stocks of other corporations owned by this corporation	$			
Total	$			

ASSETS SEGREGATED TO NEW YORK STATE ONLY

(a) Average monthly value of bills and accounts receivable arising from personal property sold by the corporation from merchandise manufactured by it within this state	$			
(b) Average monthly value of bills and accounts receivable arising from personal property owned by the corporation and not manufactured by it within this state but sold by it or its agents and located within the state at the time of the receipt of the order	$			
(c) Average monthly value of bills and accounts receivable arising from the purchase or sale of, or trading in, goods, wares or merchandise not located at any place at which the corporation conducted a permanent or continuous business without the state and where the bills and accounts receivable arose from orders received or accepted by any officer or agent, or at any place of business, in this state	$			
(d) Average monthly value of bills and accounts receivable arising from services performed by any officer, agent or representative of the corporation connected with, sent from, or reporting, either directly or indirectly, to any officer located in this state or at any office located, owned, rented or occupied in this state	$			
‡Average monthly value of its real property within this State as detailed in this report (actual value)	$			
‡Average monthly value of its tangible personal property in New York State as detailed in this report (actual value)	$			
§Average total *actual* value of shares of stocks of other corporations owned by it and allocated to this State by rule below	$			
Total	$			

‡ Real property and tangible personal property shall be taken at its actual value where located.
§ The value of shares of stock of another corporation owned by a corporation liable hereunder shall for purposes of allocation of assets be apportioned in and out of the State in accordance with the value of the physical property in and out of the State representing such share stock.
Note.— If the amount of the annual net income of any corporation taxable under this article as returned to the United States treasury department is changed or corrected by a commissioner of internal revenue or other officer of the United States, such corporation, within ten days after receipt of such notification of change or correction, shall make return under oath or affirmation to the Tax Commission of such changed or corrected net income upon which the tax is required to be paid to the United States.

NOTE CAREFULLY:

The segregation below need not be made by any corporation.
1. Whose entire assets or business are in New York State.
2. Consenting under paragraph (18) of this blank
But must be made by all corporations having stock without par value.

SEGREGATION FOR ONE MILL TAX ONLY

ASSETS IN NEW YORK STATE

(a) Average monthly bank and cash balance during the year ..... $ .....

(b) Average value of bills and accounts receivable during the year ..... $ .....

(c) Average value of bonds, loans on call and other financial securities held, used or employed in New York during the year (not including shares of stock) .... $ .....

Don't Fill

R. E. ..... $ .....

P. P. ..... $ .....

S. ..... $ .....

Total of above ..... $ .....

ASSETS OUTSIDE NEW YORK STATE

(a) Average monthly bank and cash balance during the year ..... $ .....

(b) Average value of bills and accounts receivable during the year ..... $ .....

(c) Average value of bonds, loans on call and other financial securities held, used or employed outside the State of New York during the year (not including shares of stock) ..... $ .....

R. E. ..... $ .....

P. P. ..... $ .....

S. ..... $ .....

Total of above ..... $ .....

Total of New York ..... $ .....

Grand total ..... $ .....

Average price at which this corporation's stocks sold during the year		High	Low
	Common		
	Preferred		
	No par		

DISTRIBUTION SCHEDULE (Must be completed)

If the company's entire real and tangible personal property in this State is in one city, or in one town outside a city or incorporated village, the schedules below need not be made, but the name of the city or town, and of the county where located must be entered in panel.

City or town.....
Incorporated village.....
County.....

If the company has real or tangible personal property in an incorporated village (or villages) in this State the name of such village and the town and county where such village is located must be entered below, together with the value of such property.

Incorporated village of	In the town of	County of	Personal	Real
			$	$

(If more space is needed add a paster)

The values of real and tangible personal property in villages must be distributed to the proper TOWNS in the table below. Do not confuse the political subdivisions "incorporated village" and "town." Names of hamlets or postoffices other than incorporated villages are *not* wanted.

Schedule of Real and *Tangible* Personal Property in New York State by Cities and Towns		Personal, actual value		Real estate, actual value		Real estate, assessed value	
City of.....	County of.....	$.....	.....	$.....	.....	$.....	.....
City of.....	County of.....	$.....	.....	$.....	.....	$.....	.....
City of.....	County of.....	$.....	.....	$.....	.....	$.....	.....
City of.....	County of.....	$.....	.....	$.....	.....	$.....	.....
Town of.....	County of.....	$.....	.....	$.....	.....	$.....	.....
Town of.....	County of.....	.....	.....	.....	.....	.....	.....
Town of.....	County of.....	.....	.....	.....	.....	.....	.....
Town of.....	County of.....	.....	.....	.....	.....	.....	.....
Town of.....	County of.....	.....	.....	.....	.....	.....	.....
Town of.....	County of.....	.....	.....	.....	.....	.....	.....

(If more space is needed add a paster)

PENALTIES

Any OFFICER making a fraudulent report becomes personally liable to a FINE OF $1,000.

The Law provides a PENALTY of not more than $5,000 for neglect or refusal to file this report.

FOR FAILING, THROUGH NEGLIGENCE, TO PAY TAX WHEN DUE:
Ten per cent of the tax due and unpaid plus interest at the rate of 1 per cent per month during the period in which it remains unpaid.

INFORMATION

The word "average" wherever it appears in this report has its plain, ordinary significance; neither the highest amount nor the lowest, but the mean.

In making report every space must be used except where the blank states that the spaces are not to be filled. Wherever no figures are to be inserted the word "none" should be inserted.

If there is no net income to be returned in answer to paragraph (8) "insert the word deficit" and state the amount thereof.

ALL CORPORATIONS MUST MAKE THIS REPORT EXCEPT THE FOLLOWING:

(1) Real estate corporations wholly engaged in the purchase and sale of and holding title to real estate for themselves (this does not include so-called real estate companies having leasehold interests only, or real estate agents or brokers).

(2) Corporations whose sole business consists of holding stocks of other corporations for the purpose of controlling the management and affairs of such other corporations, except such as are specifically subject to report under the provisions of subdivision nine of section two hundred and eleven of the tax law.

(3) Transportation, transmission, heating, lighting and power corporations, insurance companies, banks, savings banks, trust companies and other corporations taxable under Sections 184 to 189 of the tax law inclusive.

WHEN AFFIDAVIT SHOULD BE FURNISHED

(1) Any corporation which prior to July 1, 1921 has not issued any capital stock and has not acquired any assets may file an affidavit on form 10 in lieu of this report.

(2) Any corporation which has disposed of all its assets and actually abandoned its charter must file an affidavit on form 30.

These affidavits will be supplied upon request. Simply to write "out of business," "never began business," "dead," et cetera, is not a sufficient compliance to relieve from the penal provisions of the statute.

SPECIAL INSTRUCTIONS TO NEW CORPORATIONS

Corporations incorporated prior to July 1, 1921, which do not file an income tax report with the Federal Government for a period ending prior to July 1, 1921, must make this report showing status of company as of June 30, 1921. Items 8 to 12 inclusive may be answered by the words "No report made to Federal Government" and other questions should be answered in accordance with instructions on this blank.

THIS TAX IS DUE AND PAYABLE ON OR BEFORE JANUARY 1, 1922 OR WITHIN 30 DAYS OF BILLING DATE IF BILLED AFTER DECEMBER 3, 1921.

DO *NOT* FORWARD CHECK UNTIL BILL IS RECEIVED.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AFFIDAVIT OF PRESIDENT, VICE-PRESIDENT, SECRETARY OR TREASURER

STATE OF NEW YORK,
County of..... } ss.:

On this.....day of.....A. D. 192....., personally appeared before me, a Notary Public in and for the County of....., of the above named company who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes a true statement of the annual net income of said company for the year.

.....

.....
(Official title)

Sworn to before me the day and year aforesaid.

.....
Notary Public

NAMES AND MAIL ADDRESS OF OFFICERS

President.....

.....

.....

Treasurer.....

.....

.....

Secretary.....

.....

.....

FORM 3 IT

FILE WITH

STATE TAX DEPARTMENT

ALBANY, N. Y.

(21)

TAXATION OF CORPORATE FRANCHISES UNDER ARTICLE 9-a OF THE TAX LAW

REPORT DUE JULY 1, 1921

The franchise tax return of D.W.Griffith, Inc. (a Maryland Corporation) attached hereto reports taxable income, as returned to the federal government, of $186,503.85. The studio of the corporation is located in New York State, but the negatives are produced only in part at the studio, as many of the scenes are taken outside of the State. Sales of film service and exhibitions of films by road companies are made to a large degree outside of New York State and consequently the accounts receivable arise, from merchandise manufactured and sold in part outside of the State.

If the cost of the negatives were spread over the positive prints already issued, the value of such assets outside of New York State would be large but the number of positive prints ultimately to be issued and their distribution was not determinable at December 31, 1920. It seems equitable, therefore, to use the net receipts from New York State and from the rest of the United States as the basis for computing the portion of net income which may properly be considered as applicable to New York State business.

The total net receipts during the period from exhibition of pictures (other than pictures sold before December 31, 1920 at a net loss)aggregated $535,728.65 and the net receipts from exhibition within New York State amounted to $135,988.70 or 25.38% of the total.. On that basis the taxable income applicable to New York State is 25.38% of $186,503.85 or $47,334.67 and the tax computed at 4 1/2% would amount to $2,130.06.

186503.85
.4½
932519
746015 40
$839266

FORM 3 IT

FRANCHISE TAX ON BUSINESS CORPORATIONS

Every corporation incorporated prior to July 1, 1921, must make this report.

To STATE TAX DEPARTMENT, ALBANY, N. Y.

This report is DUE JULY 1, 1921, if the corporation made a report of net earnings to the United States Treasury Department before June 1, 1921, or if the corporation completed no fiscal year prior to July 1, 1921.

The report must cover the conditions and the entire net income for the corporation's last fiscal year ending on or before June 30, 1921.

Corporations filing reports with the United States Treasury Department after June 1, 1921, for a fiscal year ending before July 1, 1921, must file this report within thirty days after such filing.

Name of corporation D. W. Griffith, Inc.
(Exact corporate title)

Mail address Orienta Point, Mamaroneck, New York

I make the following report of such company for the ~~year~~ 6 month period ending DECEMBER 31, 1920, or the fiscal year ending ....., pursuant to Article 9-A of the Tax Law.
(Date inserted above must be the same as given in answer to (8) below)

(1) Organized June 30, 1920, under the Laws of Maryland

(2) Began business in New York July 1, 1920.

(3) If not incorporated under the laws of New York, has it been legally authorized to do business in New York State? .....

(4) Authorized capital stock, $ 125,000 shares Class A 375,000 " " B (5) Amount of average indebtedness for year, $ 1,661,023.14

(6) Issued capital stock, ~~June 30, 1921,~~ Dec. 31, 1920 37,5000 Shares common stock, par value $ 446,925.99

47,571 Shares preferred stock, par value $ 404,353.50

422,571 Shares without par value, amount paid in $ 851,279.49

(7) Has your fiscal year been changed since July 1, 1919? No

(8) ENTIRE NET INCOME FOR THE YEAR ENDING DECEMBER 31, 1920, or the FISCAL YEAR (PERIOD) COMMENCING July 1, 1920 AND ENDING January 1, 1921, as shown by its report to the UNITED STATES TREASURY DEPARTMENT without deduction for excess profit, normal income tax or the $2,000 allowed by the Federal Government as an exemption, $ 186,503.85

(Note: The above answer must be based on the last report filed with the Federal Government for a period ending between July 1, 1920, and June 30, 1921, inclusive.)

(9) Dividends received from domestic corporations not personal service corporations, and dividends upon stock of foreign corporations taxable by the United States upon any portion of their net incomes, not included in (8) $ None

(10) State amount of interest received, if organized under the laws of New York, from Federal or other obligations included in item (8) $ ..... and also state amount not included in (8) $ None

(10-a) State amount of interest received, if not organized under the laws of New York, from Federal or other obligations included in item (8) $ ..... (Sub. 1), and also state amount not included in item (8) $ None (Sub. 2)

(10-b) State the amount of interest included in (10-a) received from such obligations held in New York, as regards (sub. 1) $ None and (sub. 2) $ None

(11) State amount, if any, allowed by the Federal Government for losses sustained in prior years $ None

(11-a) State the amount of net income deducted for loss in prior years in arriving at item (8) $ None

(12) If the entire net income as first returned was changed by the Federal Government, state the amount of such entire net income as finally determined for the year ending ..... 1916, $ None, ... 1917, $ None; ..... 1918, $ None, ... 1919, $ None
(If no change made insert the word "None")

(13) If a corporation is not organized under the laws of any state within the United States it should return its entire net income, wherever earned, $ .....

(14) If the amount reported is inaccurate, state the amount claimed to be correct, $ .....

(15) Nature of business and how transacted Motion pictures, production and exhibition of motion pictures

(16) Place, street and number where business is conducted Orienta Point, Mamaroneck, New York

(17) State the city or town, street number and state where the company maintained any permanent store, warehouse, factory or other place of continuous business outside the State of New York during the year Corporate office 101 East Fayette Street, Baltimore, Maryland

(18) Any corporation taxable hereunder, except one having stock without par value, may omit from this report the segregation of assets on page 2 *only* by signing the following consent:

I AM AUTHORIZED by the Board of Directors of this corporation to consent and I do hereby consent that said corporation be taxed upon its entire net income at 4½ per cent or upon its entire issued capital stock at one mill on the dollar, as provided by law.

Do not sign consent unless taxable by the State of New York on entire income or entire issued capital stock.

.....
.....
(Official title)

(19) Does this corporation own a majority of the stock of another or other corporations? None
If so, give name of each and amount held None

(20) Is a majority of the stock of this corporation owned by another corporation? None If so, by what other? .....

(21) Did this corporation file a consolidated report with the United States Treasury Department? None

(21-a) If so state amount of consolidated net income $ None

THIS REPORT MUST BE VERIFIED ON PAGE FOUR

ALL QUESTIONS ON THIS PAGE MUST BE ANSWERED

MUST BE ANSWERED

(22) Were its income and assets included in the consolidated report of another corporation? No

If so, name of corporation reporting the consolidated net income —

and amount of net income so reported $ —

(23) Give the names and net income or loss attributable to each corporation, including the reporting corporation, included in the consolidated report, and specify whether gain or loss — $

— $

(24) Has this corporation since January 1, 1917, either directly or indirectly, acquired by merger, consolidation or purchase, the major part of the assets or the franchise of any other corporation or corporations? No

If so, give name of each corporation and date of acquisition —

SEGREGATION OF ASSETS

Note: This segregation must be made unless the consent under Paragraph 18, Page 1, has been signed.

TOTAL SEGREGATED ASSETS WHEREVER LOCATED

The franchise tax return of D. W. Griffith, Inc. (a Maryland Corporation) attached hereto reports taxable income, as returned to the federal government, of $186,503.85. The studio of the corporation is located in New York State, but the negatives are produced only in part at the studio, as many of the scenes are taken outside of the State. Sales of film service and exhibitions of films by road companies are made to a large degree outside of New York State and consequently the accounts receivable arise from merchandise manufactured and sold in part outside of the State.

If the cost of the negatives were spread over the positive prints already issued, the value of such assets outside of New York State would be large but the number of positive prints ultimately to be issued and their distribution was not determinable at December 31, 1920. It seems equitable therefore, to use the net receipts from New York State and from the rest of the United States as the basis for computing the portion of net income which may properly be considered as applicable to New York State business.

The total net receipts during the period from exhibition of picutes (other than pictures sold before December 31, 1920 at a net loss) aggregating $535,728.65 and the net receipts from exhibition within New York State amounted to $135,988.70 or 25.38% ofthe total. On that basis the taxable income applicable to New York State is 25.38% of $186,503.85 or $47,334.67 and the tax computed at 4-1/2% would amount to $2,130.06.

Form 240 C. T. 11-29-20-10,000 (26-3876)

Each statement must be full and explicit.

To the State Tax Department:

As Treasurer of the D. W. Griffith Inc Company

I make the following report of such Company for the year ending June 30 1921, pursuant to the provisions of Section 181, Chapter 908, Laws of 1896, and acts amendatory thereof:

(1) Organized June 30 1920

(2) Under the laws of Maryland

(3) This Company began business in the State of New York on July 1 1920

(4) Authorized capital stock of Company 500,000 $ No par

(5) Number of shares of stock *authorized* ~~Common~~ Class A 125,000 shares; ~~Preferred~~ Class B 375,000 "

(6) Number of shares of stock *issued* ~~Common~~ Class A 120,867; ~~Preferred~~ Class B 375,000

(7) *Par value of each share* ~~Common~~ Class A $ no par; ~~Preferred~~ Class B $ no par

(8) Amount paid into Treasury of Company on each share ~~Common~~ Class A $ 8.50; ~~Preferred~~ Class B $ 5.86 2/3

(9) Amount of Capital stock issued for cash or property $ 1,801,489.67

(10) Amount of Capital stock issued for good will, copyrights, brands, patents, trade-marks, formulae, services, etc., other than cash or property $ 802,863.83 / 3534

(11) Amount of ~~common stock~~ Class A on which dividends were declared $ 625,659.50

(12) Amount and date of each dividend on ~~common stock~~ Class A .50¢ per share on 73607 shares paid March 9, 1921

(13) Rate per cent. per annum of dividends on ~~common stock~~ Class A .50¢ per share

(14) Amount of ~~preferred stock~~ Class B on which dividends were declared $ None

(15) Amount and date of each dividend on ~~preferred stock~~ Class B none

(16) Rate per cent. per annum of dividends on ~~preferred stock~~ Class B none

(17) Nature of **business** in State of New York and **how transacted** Motion picture production and exhibition of motion pictures

(18) *a* **Place, street** and **number** where such business was conducted Oriental Point Mamaroneck, N.Y.

b Office of the Company Oriental Point, Mamaroneck, N.Y.

(19) Average value of **stock in trade** carried in the State of New York during the year ending June 30 1921 $ 918,211.95

(20) Average monthly **bank balance** employed in the State of New York during the year ending June 30 1921 $ 53,867.66

(21) Average value of **bills and accounts receivable** in State of New York during the year ending June 30 1921 $ 107,231.05

(22) Average value of **shares of stocks** of other corporations doing business in the State of New York and owned by this company during the year ending June 30 1921 $ 30,000.

[OVER]

(23) Average value of personal property including bonds, loans on call and other financial securities employed in the State of New York, other than heretofore mentioned, during the year ending June 30 1921 $ 846,841.62

(24) Capital invested in **real estate** located in the State of New York during the year ending June 30 1921, and where situated $ 596,200

Oswitas Point, Mamaroneck, N.Y.

(25) **Total of assets above enumerated located in the State of New York during the year ending** June 30 1921 $ 2,552,352.28

(26) Average value of **stock in trade** carried outside the State of New York during the year ending June 30 1921 $ 783,543.71

(27) Average monthly **bank balance** employed outside the State of New York during the year ending June 30 1921 $ 12,261.57

(28) Average value of **bills and accounts receivable** outside the State of New York during the year ending June 30 1921 $ 493.92

(29) Average value of **shares of stocks** of other corporations owned by this corporation, where such corporations are doing business wholly without the State of New York $ None

(30) Average value of personal property including bonds, loans on call and other financial securities employed outside the State of New York, other than heretofore mentioned, during the year ending June 30 1921 $ None

(31) Capital invested in **real estate** located **outside** the State of New York, during the year ending June 30 1921 and where situated $ None

(32) **Total of assets located outside the State of New York during the year ending** June 30 1921 $ 796,299.20

LIABILITIES:

Bonds	$ None
Mortgages not secured by bonds	$ 275,208.33
Bills payable	$ 926,195.51
Accounts payable	$ 272,963.85
Other liabilities, **excluding capital stock**	$ 122,072.31
Total liabilities	$ 1,596,440

(33) Highest **bona fide price** at which stock sold during year ending June 30 1921 — ~~Preferred~~ Class B $ None; ~~Common~~ Class A $ 15

(34) Lowest **bona fide price** at which stock sold during year ending June 30 1921 — ~~Preferred~~ Class B $ None; ~~Common~~ Class A $ 4 7/8

[OVER]

(35) Percentage of capital stock of the company employed in the State of New York during the year ending June 30 1921, in manufacturing and in the sale of the product of such manufacture

(36) Are your goods manufactured for you by others? No

(37) Do you operate a factory? Special

REMARKS

The undersigned, being the Treasurer of the above Company, estimates and appraises the Capital Stock of said Company as follows:

shares at dollars

cents per share, amounting in the whole to

100 dollars

In Witness Whereof. I have set my hand this day of 19

(*Official Title*)

[OVER]

STATE OF NEW YORK,
County of..... } ss.:

On this.....day of.....A. D., 19....., personally appeared before me, a Notary Public in and for the County of.....
....., of the above named Company, who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes all dividends of any description declared by said Company during the year ending.....
19....., and that he has according to his best knowledge and belief, appraised the Capital Stock of the Company as provided by statute, at not less than the average price at which it sold and not less than the difference between its assets and liabilities, exclusive of capital stock.

Sworn to before me the day and year aforesaid. .....

.....

.....
Notary Public

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

240

CAPITAL STOCK

Foreign License Fee

REPORT

OF THE

W. T. Fairfield Inc.
.....
.....
.....
.....Company

For year ending Dec. 30 ***19 21***

To the

STATE TAX DEPARTMENT
ALBANY, N. Y.

Duplicate Copy should be kept for your files.
All annexed statements must be sworn to thereon.

C. T. 20. 8-26-18-5000 (26-19736)

Each statement must be full and explicit.

To the State Tax Department:

As Treasurer of the D. W. Griffith, Inc. Company

I make the following report of such Company for the year ending June 30 19 21, pursuant to the provisions of Section 181, Chapter 908, Laws of 1896, and acts amendatory thereof:

(1) Organized June 30 19 20

(2) Under the laws of Maryland

(3) This Company began business in the State of New York on July 1 19 20

(4) Authorized capital stock of Company 500,000 shares $ no par

(5) Number of shares of stock *authorized* ~~Common~~ Class A 125,000 shares; ~~Preferred~~ Class B 375,000 "

(6) Number of shares of stock *issued* ~~Common~~ Class A 120,067 "; ~~Preferred~~ Class B 375,000 "

(7) *Par value of each share* ~~Common~~ Class A $ no par; ~~Preferred~~ Class B $ no par

(8) Amount paid into Treasury of Company on each share ~~Common~~ Class A $ 8.50; ~~Preferred~~ Class B $ 5.86 2/3

(9) Amount of Capital stock issued for cash or property $ 1,801,489.67

(10) Amount of Capital stock issued for good will, copyrights, brands, patents, trade-marks, formulae, services, etc., other than cash or property $ 802,863.83

(11) Amount of ~~common~~ Class A stock on which dividends were declared $ 625,659.50

(12) Amount and date of each dividend on ~~common~~ Class A stock 50¢ per share on 73,607 shares
Paid March 9, 1921

(13) Rate per cent. per annum of dividends on ~~common~~ Class A stock 50¢ per share

(14) Amount of ~~preferred~~ Class B stock on which dividends were declared $ None

(15) Amount and date of each dividend on ~~preferred~~ Class B stock None

(16) Rate per cent. per annum of dividends on ~~preferred~~ Class B stock None

(17) Nature of business in State of New York and how transacted Motion Picture Production and exhibition of motion pictures

(18) *a* Place, street and number where such business was conducted Orienta Point, Mamaroneck, N. Y.

b Office of the Company Orienta Point, Mamaroneck, N. Y.

(19) Average value of stock in trade carried in the State of New York during the year ending June 30 19 21 $ 918,211.95

(20) Average monthly bank balance employed in the State of New York during the year ending June 30 19 21 $ 53,867.66

(21) Average value of bills and accounts receivable in State of New York during the year ending June 30 19 21 $ 107,231.05

(22) Average value of shares of stocks of other corporations doing business in the State of New York and owned by this company during the year ending June 30 19 21 $ 30,000.00

[OVER]

(23) Average value of personal property including bonds, loans on call and other financial securities employed in the State of New York, other than heretofore mentioned, during the year ending June 30 1921 $ 846,841.62

(24) Capital invested in **real estate** located in the State of New York during the year ending June 30 1921, and where situated $ 596,200.00

Orienta Point, Mamaroneck, N. Y.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(25) **Total of assets above enumerated located in the State of New York during the year ending** June 30 1921 $ 2,552,352.28

(26) Average value of **stock in trade** carried outside the State of New York during the year ending June 30 1921 $ 783,543.71

(27) Average monthly **bank balance** employed outside the State of New York during the year ending June 30 1921 $ 12,261.57

(28) Average value of **bills and accounts receivable** outside the State of New York during the year ending June 30 1921 $ 493.92

(29) Average value of **shares of stocks** of other corporations owned by this corporation, where such corporations are doing business wholly without the State of New York $ None

(30) Average value of personal property including bonds, loans on call and other financial securities employed outside the State of New York, other than heretofore mentioned, during the year ending June 30 1921 $ None

(31) Capital invested in **real estate** located **outside** the State of New York, during the year ending June 30 1921 and where situated $ None

(32) **Total of assets located outside the State of New York during the year ending** June 30 1921 $ 796,299.20

LIABILITIES:

Bonds	$ None
Mortgages not secured by bonds	$ 275,208.33
Bills payable	$ 926,195.51
Accounts payable	$ 272,963.85
Other liabilities, **excluding capital stock**	$ 122,072.31
Total liabilities	$ 1,596,440.00

(33) Highest **bona fide price** at which stock sold during year ending June 30 1921 — ~~Preferred~~ Class B $ None; ~~Common~~ Class A $ 15.00

(34) Lowest **bona fide price** at which stock sold during year ending June 30 1921 — ~~Preferred~~ Class B $ None; ~~Common~~ Class A $ 4 7/8

[OVER]

(35) Percentage of capital stock of the company employed in the State of New York during the year ending June 30 19 21, in manufacturing and in the sale of the product of such manufacture

(36) Are your goods manufactured for you by others? No

(37) Do you operate a factory? Yes

REMARKS

The undersigned, being the Treasurer of the above Company, estimates and appraises the Capital Stock of said Company as follows:

shares at dollars

cents per share, amounting in the whole to

100 dollars

In Witness Whereof. I have set my hand this day of 19

D W Griffith Inc

(Official Title)

[OVER]

240

CAPITAL STOCK

Foreign License Fee

REPORT

OF THE

D. W. Griffith, Inc.

.....

.....

.....

.....*Company*

For year ending June 30 ***19*** 21

To the

STATE TAX DEPARTMENT

ALBANY, N. Y.

Duplicate Copy should be kept for your files.

All annexed statements must be sworn to thereon.

STATE OF NEW YORK,
County of ..... } *ss.:*

On this ..... day of ..... A. D., 19....., personally appeared before me, a Notary Public in and for the County of .....
....., of the above named Company, who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes all dividends of any description declared by said Company during the year ending ..... 19....., and that he has according to his best knowledge and belief, appraised the Capital Stock of the Company as provided by statute, at not less than the average price at which it sold and not less than the difference between its assets and liabilities, exclusive of capital stock.

Sworn to before me the day and year aforesaid. .....

.....

.....

Notary Public

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION

STATE OF MONTANA

BOARD OF EQUALIZATION

JOS. M. DIXON, President
Governor

C. T. STEWART, Secretary
Secretary of State

J. W. WALKER
State Treasurer

WELLINGTON D. RANKIN
Attorney General

GEO. P. PORTER
State Auditor

NILS P. HAUGEN, Assistant to Board
R. D. MILLER, Assistant in charge of
Inheritance Tax Matters

HELENA, MONTANA

D. W. Griffith
Tax Matters

D. W. Griffith, Inc.,
Care Banzhaf & Pembleton,
130 West 42nd St.,
New York City.

July 1, 1921.

Gentlemen: **Attention Mr. A. H. T. Banzhaf**

Section 11 of Chap. 14, Laws 1921, in regard to Inheritance taxes, provides as follows:

> If a foreign executor, administrator or trustee shall assign or transfer any stock or obligation in this state, or within the jurisdiction of this state standing in the name of a decedent, or in trust for a decedent, liable to such a tax, the tax shall be paid to the treasurer of the proper county or the State Treasurer on the transfer thereof, otherwise the corporation permitting such transfer shall become liable to pay such tax.
>
> Where stocks, bonds, mortgages or other securities of corporations organized under the laws of this state or of foreign corporations owning property or doing business in this state shall have been transferred by a non-resident decedent, the tax shall be upon such proportion of the value thereof as the property of such corporation in this state bears to the total property of the corporation issuing such stock, bonds, mortgages or other securities.
>
> Any corporation or holding company violating the provisions of this section shall be liable to the state for the amount of the tax, together with a penalty of ten per cent (10%) thereof; and for wilful violation of its provisions shall forfeit its charter or its license to do business within this state upon complaint of the State Board of Equalization and conviction thereunder.

In view of the foregoing, this Board suggests that your corporation be particular to see that you have a Consent To Transfer, issued by the State Board of Equalization, before transferring on the books of your Company any stocks, bonds, mortgages, or other securities of your Company owned by the estate of a non-resident decedent.

Yours very truly,

STATE BOARD OF EQUALIZATION.

not used

a.o.v.B.

This Indenture made the first day of July, in the year Nineteen hundred twenty one between D.W.GRIFFITH INCORPORATED, a corporation organized under the laws of the State of Maryland and having its principal office in the City of Baltimore, party of the first part, and

WITNESSETH, that the said party of the first part, in consideration of TEN DOLLARS and other valuable considerations, lawful money of the United States, paid by the party of the second part, doth hereby grant and release unto the said party of the second part, its successors and assigns forever,

All that plot or parcel of land, with the buildings and improvements thereon at Orienta Point, Mamaroneck, in the County of Westchester and State of New York, bounded and described and follows:

Beginning on the shore of Long Island Sound, at a stone set in the ground, on the strand leading to Long Beach, and in the line running across said Strand, as laid down on a map made by Stephen C. Parmenter, and filed in the then Clerk's, now Register's Office of Westchester County aforesaid, and in the line of land conveyed by Thomas I.Delancey and wife to Shurman Halsted and John G. Hadden, running thence in a southerly direction along the shore of Long Island Sound, and around Long Beach, following the shore of said sound, and of the Inlet which makes up between Long Beach and fishing Hummock, until you strike the first mentioned line, on the Strand, and across said Strand one chain in Twenty links, to the place of beginning, containing thirty-two acres and forty hundredths of an acre of land more or less.

Also so much of the land under water as is included in the patent from the State of New York to John Gréacen, Jr., dated March 14th, 1855, and bounded as follows, northerly by a line drawn from the center of the opening in the Dam nearest Long Beach to a point in the westerly line of land conveyed to John W. Oliver, distant northerly five and a half chains, from the point just mentioned, in this conveyance, thence southerly to this point.

- - - - - - - - - - - - - - - - - - - -

D.W. GRIFFITH INCORPORATED

to

- - - - - - - - - - - - - - - - - - - -

D E E D

- - - - - - - - - - - - - - - - - - - -

DATED:

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Also all that certain piece or parcel of land under the waters of Long Island Sound and adjacent to the uplands, above described, bounded and described as follows:

Beginning at high water mark on the land of Emma Lawrence Jacob adjoining the land belonging to the estate of C.I. Henshaw and running thence south five degrees, forty-eight minutes west one hundred and sixty-eight feet; thence south twenty degrees, six minutes west thirteen hundred and one and eight-tenths feet to a point on beach rock; thence south forty degrees, four minutes west twelve hundred and ninety and eight-tenths feet; thence North sixty-three degrees, eighteen minutes west two hundred and ninety-eight and eight-tenths feet; thence north twenty-five degrees forty-eight minutes west four hundred and ninety-six and six-tenths feet; thence north ten degrees nineteen minutes east eight hundred and eighty-eight feet; thence north thirty degrees fifty minutes east seven hundred and sixty-eight feet; thence north sixteen degrees nine minutes east six hundred and forty and three-tenths feet to the middle of the ~~forty and three~~ most southerly sluice-way of the bridge leading across the creek to the land belonging to the estate of Cornelia B. Greacen, deceased; thence southerly, easterly and northerly along the land of Emma Lawrence Jacob, following the indentation of the shores at high water mark to the place of beginning, containing within said bounds twenty-nine and one-half acres (29-1/2a.) more or less. Being the same conveyed by the people of the State of New York to Emma Lawrence Jacob by Patent dated the 20th day of December, A.D. 1873, and recorded in Book of Patents No. 42, page 347.

Also all that certain piece or parcel of land adjoining the land already described and bounded and described as follows:

Beginning at the centre of the highway and thence by the northerly lines of the right-of-way granted in a deed by Charles J. Henshaw and wife to John Greacen, Jr., dated September 15, 1859, and recorded in Liber of Deeds, 418, page 397, to the line of the property herein first described, thence by the line of said property to Long Island Sound, thence by Long Island Sound to the centre of said highway, thence to the place of beginning, as shown by a diagram annexed to deed by Emma Lawrence Jacob, and Leonard Jacob to Henry M. Flagler, dated June 1, 1882, and recorded in the Westchester County register's office June 1, 1882, in Liber 1009 of Deeds, page 366, the northerly line of the land described being sixteen and a half feet northerly of the dotted line B, in said diagram, with an allowance of eighteen and one-half feet additional for a curve or sweep from the gate to the road as shown in the diagram. Together with all the right, title and interest of the party of the first part in and to the land under water adjoining the land last described.

Together with all riparian and wharfage rights appurtenant to said premises.

Being the same premises conveyed to D.W.GRIFFITH INCORPORATED, party of the first part herein by D.W.G. CORPORATION, by deed, dated July 9th 1920, and recorded in the office of the Register of the County of Westchester in Liber 2263 of Deeds at page 404; a

TOGETHER with all and singular the buildings and improvements, tenements, hereditaments and the appurtenances belonging to said premises, or in anywise thereto pertaining; and all the right, title and interest of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever;

SUBJECT, HOWEVER, to a mortgage for One hundred sixty-seven thousand five hundred dollars ($167.500) and interest made by D.W.G. Corporation to Elmer E. Smathers, dated September 10th, 1919, and now a lien on said premises;

SUBJECT ALSO to a mortgage for fifty thousand dollars ($50,000) and interest made by D.W.G. Corporation to Ray L. Erb, dated September 10, 1919, and now a lien on said premises;

AND the party of the first part doth covenant with said party of the second part as follows:

FIRST: That the said party of the first part is seized of the said premises specifically above described in fee simple and hath good right to convey the same;

SECOND: That the party of the second part shall quietly enjoy the said premises specifically above described;

THIRD: That the said premises specifically above described are free from encumbrances, except as above

mentioned;

FOURTH: That the party of the first part will execute or procure any further necessary assurance of the title to said premises specifically above described;

FIFTH: That the said parties of the first part will forever warrant the title to said premises specifically above described.

IN WITNESS WHEREOF, the said party of the first part hath caused its corporate seal to be hereto affixed and these presents to be signed by its duly authorized officer the year and day first above written.

D.W.GRIFFITH INCORPORATED

By D.W. Griffith
Pres

Attest:
Albert H. Banzhaf Sec.

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 12th day of July, in the year 1921, before me personally came D.W. Griffith to me known, who, being by me duly sworn, did depose and say, that he resides in City of New York; that he is the President of D.W.Griffith Incorporated, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Gertrude Hennessen.

Notary Public, Kings County,
Clerk's No. 372, Register's No. 3097
Certificate filed in New York County
Clerk's No. 244, Register's No. 2306
Commission Expires March 30, 1923

C O P Y

STATEMENTS OF LOUIS SILVERS

July 1st 1921. 1:30 P.M.

* * * * * *

Schirmer called me up and asked me to call at their place. When I got there I was surrounded by legal forces, lawyer representing the Fox Publishing Co. and lawyer representing Schirmers. Also two officials of the Schirmers Company and music printer.

They tried to get me to commit myself and say that some official had given me the authority and help me choose the numbers, and help pass upon the work. I told them that nobody knew what the music was going to be and that Mr Griffith had nothing to do with the .choosing of the music. He does not hear the music until it is played the opening night with the picture, then he tells me whether I have done a good job or a terrible job. They asked me who was over me and I told them that I was alone in my department. How do you go about fixing music to pictures? I told them that I see the picture as many times as I want and think about music that would fit the picture. I try ahd see if I can find anything printed and if I cannot find anything printed I write some original music. I have done all business with Schirmer's concern.

Told Fox Publishing Co. following: About two years ago you sent me a letter asking would I kindly see if I could place your pieces where they would be heard. Public could hear them. You would be delighted. I had no account to keep the letter. You print up thousands of professional copies and send them to different actors, requesting them to sing your song. You do not charge them for them. They said: Suppose the picture is playing in a little town and the painist does not know what he is playing. One of the patrons ask the name of the song and he is unable to tell

we lose the sale of that song, as he would go to the music store and buy it if he liked it. In the future put the name of the piece of music and thenumbers of the pages on which it appears in the score. Public can request the name. I told them that Mr. Griffith did not print these books to save money but in fact he paid out more money for the books than if he had gotten them from you. Mr. Griffith printed these pieces in order to save the irregularity of the music. They can get more songs on a page and parts of songs on the page without breaking the strain of music and without causing a lull. In other wrods they were printed from an artistic point of view. Rate of an orchestra copy about 79 cents to one dollar and fifty cents, some more, some less. He could buy 2,000 copies for about $1500 or $2500. To print them it cost about $4,000. Pesce knows the amount. I proved that it wasn't a question of saving money. That is not Mr. Griffith's motive to save money and by so doing hurt the artistic effect of the picture. They said, if you play a certain number of music six times in the course of a performance and you got up 200 copies sets of music that would be 1200 copies of it. I told them to charge the rest to advertising the same as they do the actors copies. Not putting their name on the program was a mistake ~~xix~~ in the past. Arrangements entered upon in the future to recognize the publisher of any music copyrighted. If man in the orchestra likes a piece he gets one of his own as the books are not his property. Let our books act as a sample of advertisment. Your name on it. Showed them that it was better to have Mr. Griffith as their friend and not on the other side. His account with them amounts to something like $10,000. a year. If you drive Mr. Griffith to the wall he will stop at nothing to get artistic results. He would pay $2,000. more or less

and get all original scores. You would lose about $50,000. a year. Where do you come in. Your people want advertising. We'll agree to give it to you and instead of $15,000. a year you will get $10,000. plus $30,000. advertising publicity. Better than $15,000. It is the manner in which a song is made popular.

They again tried to get me to admit that some official of the Griffith Company had passed upon my work. One familiar with the copyright laws. I told them no one did. They wanted to know about the past pictures. I told them that I was speaking only for the year 1920 and 1921 when I had the position of writing the scores. I told them that Griffith did not care whether I got my music in Woolworths or Tiffanys, and that he was either pleased or displeased after hearing the music when it was played for the public.

They seem to want to be recognized as the owners.

I was on the point of calling you up if they got too technical. I asked them if they wanted me to report any of my conference with the Griffith Company and associates. Did not.

They may call you in a couple of days.

LOUIS SILVERS

FRIARS CLUB.

July 1st 1921.

Mr. Wm. Ludlum,
% Central Union Trust Company,
80 Broadway,
New York City.

Dear Sir:

Beg to advise that D.W.GRIFFITH INCORPORATED has passed the following resolution relative to second dividend, viz:

"RESOLVED, that there be and hereby is declared from the surplus profits of the Company a second dividend of Fifty cents (50¢) per share on the outstanding Class A shares of D.W.Griffith Incorporated, payable July 22nd 1921 to stockholders of record at the close of business on July 1st 1921 and that the Treasurer is hereby instructed and authorized to give due notice of such dividend and to pay or cause the same to be paid on the date specified, and

BE IT FURTHER RESOLVED, that the Secretary be and he hereby is authorized to send out proper notices thereof and to file and deliver certified copies of the aforesaid resolution and affix the corporate seal thereto, with such persons, firms or corporations as may be deemed advisable."

Also beg to advise relative to the payment of the dividend to the stockholders of record of Class A shares of D.W.Griffith Incorporated as of July 1st 1921 that you are authorized to include in such list stockholders who have purchased stock on order from Lee Benoist & Co. or Counselman & Co., Chicago, bearing date of July 1st 1921, provided the funds for the purchase of said shares shall have been received by your Company at the close of banking on July 5th 1921.

Will you kindly take the same procedure in paying this dividend as you did in paying that of the first dividend of this Corporation on March 4th last.

Any further data you required in this matter I will be pleased to take up with you.

Very truly yours,

D.W.GRIFFITH INCORPORATED

By

Secretary.

UNITED ARTISTS CORPOR

CONSOLIDATED BALANCE SHEET, JU

ASSETS

Cash in Banks		$ 64,264.75
Accounts Receivable from Exhibitors:		
Notes Receivable on Rental Contracts	$ 4,673.75	
Open Accounts " " "	466,697.26	471,371.01
Accounts Receivable from Subsidiaries:		49,063.09
Accessories (at cost)		49,232.68
Petty Cash, Branch working funds, etc.		37,174.76
Investment in Photoplays:		
ROMANCE -(Secured by demand notes of $280,000)	182,010.40	
CARNIVAL-	102,390.52	284,400.92
Prepaid Expenses		14,964.69
Special Deposits- Rents-		6,576.67
Furniture & Fixtures	42,455.50	
Less Reserve for Depreciation	4,835.14	37,620.36
Investments:		
United Artists Corporation Capital Stock(Reacquired) (cost)	25,000.00	
The Allied Artists Corp., Ltd. " "	29,437.50	
United States Treasury Certificates (Security for lease)	9,500.00	
Interest in Real Estate	500.00	64,437.50
Artists Contracts		25,000.00
		$1,104,106.43

APPROVED

President

ORPORATION

, JULY 2d., 1921

LIABILITIES

Notes Payable:		
Central Union Trust Co.-ROMANCE-	$ 9,925.99	
" " " " -CARNIVAL-	100,000.00	
Claremont Laboratories, Inc.	22,004.06	131,930.05
Accounts Payable:		
War Tax, Accessories, etc.		45,605.20
Amounts Payable to Producers for Marketing of Pictures ; (not due)		695,664.69
Special Deposit		10,000.00
		883,199.94

NOTE:- There is a Contingent Liability to Guaranty Trust Co., as endorser on note of D.W. Griffith, Inc., for LOVE FLOWER, $102,691.61

CAPITAL

Preferred Stock	120,000.00	
Common Stock	25,000.00	
	145,000.00	
SURPLUS	75,906.49	220,906.49
		$1,104,106.43

F A Beach
Comptroller

M Rogers
Treasurer

THE CORPORATION TRUST COMPANY SYSTEM
ORGANIZED 1892
15 EXCHANGE PLACE, JERSEY CITY, N.J.
CHICAGO PHILADELPHIA PORTLAND
ST. LOUIS WILMINGTON
WASHINGTON PITTSBURGH
CORPORATION REGISTRATION COMPANY
53 STATE STREET, BOSTON
THE CORPORATION COMPANY
LOS ANGELES, CALIFORNIA

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
37 WALL STREET, NEW YORK CITY.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY.
B. STAFFORD MANTZ, TREASURER.

JAMES E. MANTER,
WILMINGTON SECRETARY

The Corporation Trust Company of America

DU PONT BUILDING, WILMINGTON, DELAWARE

July 2, 1921.

RE: D. W. G. CORPORATION

Albert H. T. Banzhaf,
2 Rector St.,
New York, N.Y.

Dear Sir:

Your attention is called to the Annual Franchise Tax due the State of Delaware, bill for which was sent you sometime ago.

According to our records, this tax has not yet been paid, and penalty accrues at the rate of 1% per month after July 1, 1921. If the tax is not paid for two years, the charter is forfeited.

Please send us at once a check to the order of the STATE TREASURER for the amount of the bill, and appropriate receipt will be forwarded to you in due course.

Very truly yours,

CORPORATION TRUST COMPANY OF AMERICA.

5-21 FORM 159

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

140 Broadway

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

New York, July 2, 1921.

Mr. D. W. Griffith,
C/o Mr. J. C. Epping,
Orienta Point,
Mamaroneck, New York.

Dear Sir:

We have today received from the United Artists Corporation check for $1,899.13, also check drawn on Canada, which has been discounted as follows:

Amount of check - - - - - - - - - - - - -	$143.50
Less discount of 12½% - - - - - - - - - -	17.95
Proceeds - - - -	$125.55

12,038.23
20 1,394.76
213 4,999

The total proceeds of the above checks, amounting to $2,024.68, have been applied in reduction of your loan dated May 14, 1920 to $101,570.01.

314,000.00
213 4,999
101570.01

66-1

Yours very truly,

Guaranty Trust Company of New York
Loan DEPARTMENT

G. T. Scherzinger, Asst. Treas.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

July 2nd 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		1238		
Greatest Question		33		
Intolerance		286		
Broken Blossoms		122		
Dream Street		64519		
Picture U-3			26242	24104
Warner Bros.			8000	
		66198	34242	24104

Positive stock used

Eastman	57629
Bay State	0
Belgian	5928
Agfa	36883
	100440

Negative stock used

Eastman 24104

Also 13910 feet Warner Brothers neg. developed.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES

ORIENTA POINT

MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

July 2 nd,1921.,

Received from D W Griffith Inc.Pay Roll Check #7879 to the amount of $ 850.00 for the week ending June 26 th,1920.

William D. Irish

Signed.

Bert 750
Bud 350 -
Famous 175 -
Walsh 288
10 5 5 -
Leyton 75 0
180 -

BUDGET

D. W. GRIFFITH, INC.

for 10 weeks ending July 4, 192

PAYMENTS DURING 10 WEEK PERIOD

Payment on a/c Mtg on Crawford property due 7/1		10,000	
C. U. T. Co. Bonus on W. D. East loan 1/2 of total		25,000	
" " " " Balance " " "		55,235.24	
"LOVE FLOWER" Loan in addition to payments from United Artists 5 wks @ 3000		15,000	
Acceptances to 7/4		45,796	
Notes due Hempehill 5000 & Metro 10,000		15,000	
Guaranty Trust Co. for Loan (U-A stock)		24,000	may postpone payment
" " " " Balance of D. W. G. per. loan		19,000	may postpone payment
D. W. G. Personal note (Title Guaranty Co.)		25,335.06	
" " " Insurance premium		~~11,280~~	
SPECIAL SALARIES			
Clifton, extra 10 wks @ 650	6500		
Victor Herman 10 " " 250	2500		
Dorothy Gish 10 " " 750	7500		
Bartlemass 10 " "1500	15000		
Dempster, extra 10 " " 100	1000	32,500	Spec. Sal.
10 Pay Rolls @ 11,000 per week		110,000	
"Dream Street" Loan due 6/15 C-U Trust Co.		50,000	
D. W. G. personal taxes due 6/15		26,492.32	
" Incorporated taxes due 6/15		13,778.20	
Exploitation losses 1 wk. N. Y.		5,000	—"D. Street"
" " 3 " Phila. @ 5000		15,000	— "
" " 4 " Boston @ 5000		20,000	— "
Positive stock for 100 Prints 1,100,000 ft. @ 2¾		30,250	
Unpaid P/R check from last year to Miss Gish, etc.		15,000	
			563,668.82

RECEIPTS DURING 10 WEEK PERIOD

Cash on hand on 4/27		24,083.59	
" from road shows Wk. 4/23 earned but not yet received		16,128.01	
Receipts from road shows 4/30-5/28 5 wks @ 20,000		100,000	Estimated
8103 shares of stock @ 8.50 a share	68,875.50		
25000 " " " "10.75 " "	278,750.00		
	347,625.50		
less dividend 125,000			
already res'vd 22,000	103,000.00	244,625.50	
Foreign Rights "Dream Street"		65,000	Estimated
United Artists 6 wks @ 10,000 "Dream Street"		60,000	"
Due from Famous-Players c/o Gish pictures		69,000	
			578,837.10

SUMMARY

Total Receipts	578,837.10
" Disbursements	563,668.82
Surplus for production purposes to 7/4 →	15,168.28
If we can postpone 2 loans to Guaranty Trust of →	43,000.00
the surplus for production purposes to 7/4 is →	58,168.28

Does not include foreign rights of "Way Down East".
The above expense does not include film excise tax for March, April and May which is estimated at least at $15,000 for this period.

ALICE KAUSER
DRAMATISTS' AGENT ❧ PLAYS
1402 BROADWAY, NEW YORK
CABLE ADDRESS: LINADORE, NEW YORK

MOTION PICTURE DEPARTMENT
R. L. GIFFEN
MANAGER

July 5, 1921

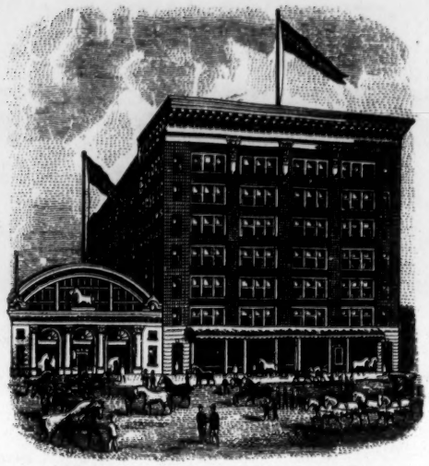
Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf:-

When it was announced that Mr. Griffith was to make a screen production of "THE TWO ORPHANS" I wrote him that the foreign rights to the play are thoroughly protected by French copyright and that unless he intended his picture for American distribution only, it would seem that some steps should be taken to acquire the foreign rights. Up to this time I have heard nothing in reply and I should be glad to know whether the matter was brought to your attention. Nothing could be further from my disposition than to stir up any strife, but if you will look into the circumstances I think you will agree that a prearrangement would be better than a post one.

Sincerely,

R. L. Giffen



Fiss Doerr & Carroll Horse Co.

TELEPHONE, 3100 MADISON SQ.
CABLE, CAROLISON, N.Y.

HORSES, HARNESS, STABLE EQUIPMENT ETC.

AUCTION SALE & COMMISSION STABLES.

REGULAR AUCTION DAYS EVERY MONDAY AND THURSDAY.

24TH STREET, THIRD TO LEXINGTON AVE.

PRINCIPAL OFFICE 155 EAST 24TH ST.

NEW YORK.

July. 5/21

My Dear Albert:

Would you be kind enough to give me a permanent pass to pass the Guard at the Gate going into Mr Griffith's grounds where the Studios are.

I'll tell you why back. I often take my Mother and wife out for a short auto ride as my mother can not ride very far and we like to stand over machine and sit in it out near that little summer house back of the large building and get some of the fresh breeze and enjoy beautiful scenery from the water.

We would only use this

Fiss, Doerr & Carroll Horse Co.

TELEPHONE, 3100 MADISON SQ.
CABLE, CAROLISON, N.Y.

HORSES, HARNESS, STABLE EQUIPMENT ETC.

AUCTION SALE & COMMISSION STABLES.

REGULAR AUCTION DAYS EVERY MONDAY AND THURSDAY.

24TH STREET, THIRD TO LEXINGTON AVE.

PRINCIPAL OFFICE 155 EAST 24TH ST.

NEW YORK.

2

pass for an hour or two about once a week.

So you can imagine how we would appreciate it

Best Regard to Yourself & family

as ever

Louis Ziegler

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

July 5, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, New York.

Dear Sirs:

We beg to advise you that we have this day received from the United Artists Corporation their check for $10,000. same to be applied on account of your demand note dated May 11th, with this company for $250,000.

Very truly yours,

Assistant Secretary.

WHS/HGH
BANKING

dated 7/5/22
but filed & catalogued at 7/5/21

7/9/21

7/9/22 –

$ ~~35,000.00~~ July 5, 1922. 192

On Demand. after date we promise to pay to

the order of FIRST NATIONAL BANK of MAMARONECK, N.Y.

THIRTY FIVE THOUSAND AND NO/100 Dollars

at FIRST NATIONAL BANK of MAMARONECK, N.Y.

Collateral - 35000. Federal Land Bank of Boston

Value received

With Interest.

No. 14485 Due On Demand.

D. W. Griffith Incorp.

D. W. Griffith President.

FIRST NATIONAL BANK MAMARONECK N.Y. FEB 1923

1000 Recd Jan 26
1000
500

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Aug 12
Recd on acct 5000 00

Aug 22
Recd Fire chemical 5000
R G Brown

Sep 1
Recd Fire chemical 5000
R G Brown

Oct 29
Recd on acct Ten thousand 10000 00
R G Brown

Received from Mrs Hall on acct 40000 00 secured on Lewis Dale stock standing in face of suit and have substituted 200 shares of Hunter Artists Corp stock C of # 9

[illegible]

Nov 3 -
Recd on acct 2500 00
Dec 8 Recd 5000 00

Amt pd on all but 2500 00 from Dec 8th on
1/23 [illegible]

July 6th,1921

Gentlemen:

Kindly advise me fully as to what progress has been made to date in reference to the attachment suit of the Register & Tribune against D.W.Griffith, Incorporated.

Yours very truly,
D.W. GRIFFITH, INCORPORATED

AUDITOR "WAY DOWN EAST" COS.

Messrs. Parrish,Cohen & Guthrie,
Register & Tribune Building,
Des Moines,
Iowa.

Allied Artists
Way Down E.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL

LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

July 6th, 1921.

Mr. Albert H. T. Banzhaf
130 West 42nd Street
New York City

My dear Bert:-

I had several communications yesterday from Mr. Guedalla and he is very insistent that we have a contract between your client, who owns "WAY DOWN EAST" and the Allied Artists Corporation Ltd. He advises the same for tax reasons, otherwise he will have many obstacles to overcome in trying to keep the tax officials from inquiring into the earnings of WAY DOWN EAST" in the United States and other parts of the world. That is sought by tax officials to determine what part of the cost of the picture is chargeable against the receipts in England and secondily that he cannot proceed in a court action to enforce contracts or to prevent unauthorized persons or corporations from using the picture without written evidence of the rights of Allied Artists Corporation Ltd. in the picture. He explained to me that he has had that difficulty with "POLLY-ANNA" already, where an exhibitor in Leeds had been advertising the picture for sometime, in spite of the fact that no contract was concluded with him.

Will you give this matters your immediate attention?

Sincerely yours,

Dennis F. O'Brien

DFO'B:MM

Allied
101

July 7th 1921.

Mr. Hiram Abrams,
United Artists Corporation
729 Seventh Ave.,
New York.

Dear Mr. Abrams:

Will you be kind enough to write Mr. Berman a letter giving him the following information and give Mr. Powers a copy of it. By handling it in this way, it will prevent any unnecessary trouble or misunderstanding.

"The consideration of which advances the D.W. Griffith Incorporated will deliver to the English Company, Allied Artists Ltd., prints of "Way Down East" which photoplay is to be road showed in the United Kingdom through your organization under the supervision and absolute control of one or two men designated by Mr. Griffith. These men are to be on the pay-roll of the Allied Artists Ltd. and will send out separate units or organizations consisting of publicity or advance men, Company manager, musicians, orchestra leader and operators and all other necessary attaches to properly road show the picture in the United Kingdom similar to the method adopted by Mr. Griffith in road-showing "Way Down East" in this country. The total net receipts received by these units are to be deemed the gross receipts received by the Allied Artists Corporation, 70% of which is to be the share of D. W. Griffith Incorporated and 30% to the Allied Artists Ltd., out of which 30% the Allied Artists Ltd. is to pay the salaries of the two men designated by Mr. Griffith and all overhead expenses other than that which may be innurred by the separate road shows as above mentioned.

Mr. Powers' salary starting Monday July 11th shall be $200.00 per week. He is to be allowed his hotel expenses while aborad, same not to exceed $75.- weekly.

Mr. James Ashcraft who will handle the publicity and who will return about two weeks after the opending in London is to receive $150.00 per week salary starting July 11th. He also is to be allowed hotel expenses not to exceed $75.00 weekly.

Very truly yours,

D.W.GRIFFITH INC.

Signed A.L.Grey

Vice-Pres.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
BUSH TERMINAL BUILDING
130 WEST 42ND STREET
NEW YORK

TELEPHONE
BRYANT 2657
CABLE ADDRESS
"PEMBAN"

July 7th 1921.

Mr. Hiram Abrams, President,
United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Abrams:

I beg to acknowledge receipt of Mr. Praeger's letter to Mr. J.C. Epping, Treasurer of D.W.Griffith, Inc. under date of the 24th ult., relative to the Allied Artists Ltd. handling Mr. Griffith's motion picture productions "WAY DOWN EAST" and "DREAM STREET" in the United Kingdom.

The payments referred to in the first paragraph of said letter to be made to the Central Union Trust Company on account of "Dream Street" should be made commencing with the week ending June 4th 1921, the sum of at least $10,000. weekly for the ensuing eight consecutive weeks and thereafter the sum of at least $12,000. weekly until the total sum of $250,000. with interest is paid, as per the terms of our letter addressed to your Corporation under date of May 4 1921, the original of which we handed to the Central Union Trust Co., and a copy of which I attach herewith for your information.

That paragraph should be also changed so that the $12,000. to be paid weekly to D.W.Griffith Incorporated as a further advance on "Dream Street" beginning with the week ending July 2nd 1921 should total thirteen (13) payments of $12,000. weekly with an additional payment on the 14th week of $4,000., making a total of all payments of $160,000.

The consideration of which advances the D.W.Griffith Incorporated will deliver to the English Company, Allied Artists Ltd., prints of "Way Down East" which photoplay is to be road showed in the United Kingdom through your organization under the supervision and absolute control of one or two men designated by Mr. Griffith. These men are to be on the pay-roll of the Allied Artists Ltd. and will send out separate units or organizations consisting of publicity or advance men, Company manager, musicians, orchestra leader and operators and all other necessary attaches to properly road-show the picture in the United Kingdom similar to the method adopted by Mr. Griffith in road-showing "Way Down East" in this Country. The total net receipts received by these units are to be deemed the gross

receipts received by the Allied Artists Corporation, 70% of which is to be the share of D.W.Griffith Incorporated, and 30% to the Allied Artists Ltd., out of which 30% the Allied Artists Ltd. is to pay the salaries of the two men designated by Mr. Griffith and all overhead expenses other than that which may be incurred by the separate road-shows as above mentioned.

The photoplay, "Dream Street" is to be handled similar to the method which you are now handling "Pollyanna" in the United Kingdom.

With this object in view we should immediately take steps to procure a theatre in London that "Way Down East" may receive its first showing in the early Fall, September or October next.

Very truly yours,

AHTB/GD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 7th 1921.

The Corporation Trust Company,
Du Pont Building,
Wilmington, Delaware.

RE: D.W.G. Corporation.

Gentlemen:

I am in receipt of your favor of the 2nd inst., and beg to advise that a check in payment of the Annual Franchise Tax due the State of Delaware for the above Corporation was duly forwarded to the Mr.Geo.Fisher, State Treasurer, direct on June 27th.

Very truly yours,

GD

10M—L. P. 18455.

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Silber

From Mr. Epping

Date

Time

Reply to

Kindly cancel the attached check and issue a new one in it's place dated July 8th, one hundred and twenty five dollars, to M. Glanz, notation on bottom to read salary week ending July 9th.

You can include this on your payroll for this week, and give check to Miss Conway to-day.

P. S. You will, of course, take Mr. Glanz off your pay-roll for week ending April 16th.

Please make all replies on back of this memorandum.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH, INC.

PRESENTS

"WAY DOWN EAST"

JACK BREHANY, PACIFIC COAST REPRESENTATIVE
544 PACIFIC BUILDING, SAN FRANCISCO, CALIFORNIA

July 8th, 1921.

Mr. J. C. Epping,
Treasurer D. W. Griffith, Inc.,
303 Longacre Bldg.,
New York, N. Y.

My dear Mr. Epping:

This is to acknowledge and thank you for your favor of July 1st, enclosing check for $1,000 for my contingent fund.

It will be necessary for me to have $1,000 more to add to this fund, at your convenience. I figure that by the 1st of September, I can return you at least $1,000 of this fund and the balance on or before October 1st.

With sincere best wishes,

Sincerely,

Jack Brehany

JB:RE

Off 2520

$5000.00 75.00

Mamaroneck N.Y. July 9th 1922

October 9th, 1922 after date We promise to pay to

the order of The First National Bank of Mamaroneck N.Y.

Five thousand and 00/100 ---------- Dollars

at Our Office #303 Longacre Bldg. 1476 Broadway N.Y.C.

Collateral - $5000. Related loan - Amt. of $8[illegible]

Value received

D.W. GRIFFITH INC.

No. 14486 Due 10/9/22

[illegible] Treas.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

July 9th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Warner Brothers		4615		
Abel Gance		41		
Picture U-3			14683	15035
		4656	14683	15035

Positive stock used

Eastman	8404
Bay State	0
Belgian	0
Agfa	10935
	19339

Negative stock used

Eastman 15035

Also 14226 feet Warner Bros. Neg. developed.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK July 9, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sirs:

We beg to advise you that we have this day received from the United Artists Corporation their check for $10,000., same to be applied on account of your demand note dated May 11th with this Company for $250,000.

After making the above payment, there remains a balance of $198,000.

Yours very truly,

~~Assistant Secretary.~~
ASST. TREAS.

WS.C
Banking

250.000.
52
198.000.

J.E.T.

J. L. PARRISH
M. H. COHEN
T. J. GUTHRIE
L. B. COHEN
J. L. PARRISH, JR.

PARRISH, COHEN & GUTHRIE
ATTORNEYS AND COUNSELLORS AT LAW
REGISTER AND TRIBUNE BUILDING
DES MOINES, IOWA

July 9, 1921.

D. W. Griffith, Inc.,
807 Long Acre Bldg.,
New York, N. Y.

Attention: Mr. S. E. Silber

Gentlemen:

Beg to acknowledge receipt of your letter of July 6th and to advise you that we filed an answer in the case of Register and Tribune vs. D. W. Griffith, in which we denied that the said D. W. Griffith ever ordered any advertising or authorized anyone to incur expense for advertising on his behalf. The case is still pending in the Municipal Court.

We also filed with the referee in bankruptcy a statement on the part of the Way Down East company, showing that this money was taken out of the proceeds of the Way Down East company and turned over to the then receiver, Mr. Buchanan, for and on behalf of the three newspapers here in the city, and asking that the referee return this money to them. In so far as we have been advised, the referee has not taken any action, but the attorney for the Register and Tribune was going to look after the matter of seeing that this money was turned over to these parties. As soon as we are advised of any further action in the matter, we will notify you.

Yours truly,

Parrish Cohen & Guthrie

TJG-LM.

July 11th 1921.

Mr. Louis Ziegler,
Fiss, Doerr & Carroll Horse Co.,
155 East 24th Street,
New York City.

Dear Louis:

I have your favor of the 5th inst. and was unable to answer the same last week for the reason that I was engaged in court practically the entire week.

I note what you say in reference to a permanent pass to enter the Studio and I regret to advise that the Company has made it a rule not to issue permanent passes or passes to those who have previously visited the studio for the reason as you will appreciate that there are so many who would insist upon like privileges, that the studio grounds would be practically overrun with autos and since there is in a measure considerable traffic risk in going into and out of the studio we must limit this element of accident to the minimum. I therefore regret that I cannot comply with your request.

Trusting that you will appreciate my situation in this matter and with kindest regards to yourself and Mrs. Ziegler, I remain

Very truly yours,

AHTB/GD

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, July 11, 1921

George T. Scherzinger
Assistant Treasurer

66-169-5

Mr. D. W. Griffith,
c/o J. C. Epping,
Orienta Point,
Mamaroneck, N. Y.

Dear Sir:

We wish to advise having received from the United Artists Corporation check for $2,558. We have also received a check drawn on Canada for $98.00.

The proceeds of the $98. check, discounted at 13%, namely, $85.26, and the proceeds of the check for $2558., or a total of $2,643.26, has been applied in reduction of your demand loan to $98,926.75.

Yours very truly,

Assistant Treasurer.

USA 2095276
Canada 121204
$216,073.25

315,000.-
216073.25
$98926.75

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT JEROME C. EDGERTON, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1921 JUL 12 PM 8 39

1450 BROADWAY N.Y.
BRYANT 4423

1921 JUL 12 PM 8 08

B302SF 50 NL

SANFRANCISCO CALIF 12

J C EPPING

513

CARE D W GRIFFITH INC 303 LONGACRE BLDG NEWYORK NY

WROTE YOU JULY EIGHTH RELATIVE TO AN ADDITIONAL THOUSAND DOLLARS FOR CONTINGENT FUND IT WILL BE NECESSARY TO HAVE THIS AMOUNT AS SOON AS POSSIBLE STOP FIGURE I CAN RETURN FIRST THOUSAND DOLLARS SENT ME NO LATER THAN AUGUST TWENTIETH SECOND THOUSAND NOT LATER THAN OCTOBER FIRST WIRE ANSWER REGARDS

JACK BREHANY.

Fish & Marvin

COUNTRY REAL ESTATE AND INSURANCE

527 FIFTH AVENUE, CORNER 44TH STREET
NEW YORK

TELEPHONES, MURRAY HILL 6526-6527
LARCHMONT 700-748

CHARLES I. MARVIN
CHARLES D. FISKE
WAGNER VAN VLACK

LARCHMONT OFFICE
POST ROAD AND LARCHMONT AVENUE
ALEXANDER MEFFERT, MANAGER

LLOYD STEPHENS
AUSTIN H. GEDNEY

LARCHMONT, NEW YORK July 12, 1921.

Kept under Matters

Albert H. T. Banzhof, Esq.,
#130 West 42d Street,
New York City.

Dear Sir:-

We acknowledge receipt of your favor of July eleventh, giving us details of the property owned by D. W. Griffith, Inc., at Orienta Point, Mamaroneck.

We are very glad to have these details and will devote our best efforts to find you a purchaser.

Very truly yours,
Fish & Marvin

A. Meffert.

United Artists Corporation

729 Seventh Avenue
New York

BRYANT 1774

not used

July 12, 1921

Central Union Trust Company,
80 Broadway,
New York City Attention of Mr.Leary, Vice-President.

Dear Sir:

We beg to advise that we have this day received instructions from D. W. GRIFFITH INCORPORATED to pay you weekly, commencing on July 28th, 1921, the sum of $12,000, for ten consecutive weeks and on the eleventh week the sum of $4,000., making a total of $124,000.which will be for the account of D.W.Griffith, Incorporated, and will be made to take up said Company's demand note handed you under date of July 20th. This payment we have guaranteed to D.W.Griffith,Inc., against funds which this Company is obligated to pay to said Corporation.

You may treat this letter as an obligation on the part of our Corporation to make payments as aforesaid.

Very truly yours,

UNITED ARTISTS CORPORATION

M E Prager

~~(Sgd)~~ M. E. Prager

Treasurer.

MEP/DJ

United Artists Corporation

729 Seventh Avenue
New York

BRYANT 1774

not used

July 12, 1921

Mr. Albert H. T. Banzhaf,
1451 Broadway,
New York City.

Dear Mr. Banzhaf:

Enclosed herewith is letter to Central Union Trust Company of New York, obligating ourselves to pay One Hundred and Twenty-Four Thousand ($124,000) Dollars on account of note of D. W. Griffith, Inc., to them.

I presume that you will advise us upon consummation of your arrangement with them, so that we may make the stipulated payments to the proper party.

Very truly yours,

UNITED ARTISTS CORPORATION

W H Rouzer

Treasurer.

MHP/DJ

Encl:

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Office of Secretary,
130 West 42nd St.,
New York City.

July 12th 1921.

United Artists Corporation,
729 - Seventh Avenue,
New York City.

Attention of Mr. Praeger, Treasurer.

Dear Sir:

You are hereby authorized to pay to the Central Union Trust Company, 80 Broadway, New York City, the sum of $124,000. as follows:

Beginning on July 28th next you are to pay $12,000. per week for ten consecutive weeks and on the eleventh week $4,000. These sums are to be charged to our account and to be in full payment of the amount due us as per our letter agreement had with you under date of June 1st 1921. The payment which is due on July 16th next is to be made directly to us as usual.

This is in conformity with our understanding between yourself, Mr. Abrams, Mr. Epping and the undersigned.

We would also request that you kindly send a copy of the annexed letter to the Central Union Trust Co., advising them of your obligation to make such payments.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____

Secretary

AHTB/GD

UNITED ARTISTS CORPORATION

729 Seventh Ave

New York City

July 1921.

Central Union Trust Company,
80 Broadway,
New York City. Attention of Mr. Leary, Vice-President.

Dear Sir:

We beg to advise that we have this day received instructions from D.W.GRIFFITH INCORPORATED to pay you weekly, commencing on July 28th 1921, the sum of $12,000. for ten consecutive weeks and on the eleventh week the sum of $4,000., making a total of $124,000. ~~and~~ which will be for the account of D.W.Griffith Incorporated and will be made to take up said Company's demand note handed you under date of July 20th . This payment we have guaranteed to ~~make~~ to D.W.Griffith, Inc. against funds which this Company is obligated to pay to said Corporation.

You may treat this letter as an obligation on the part of our Corporation to make payments as aforesaid.

Very truly yours,

July 13th 1921.

Central Union Trust Company,
80 Broadway,
New York City. Attention of Mr. Leary, Vice-President.

Dear Sir:

We hand you herewith promissory note of D.W.Griffith, Incorporated drawn to the order of Mr. Griffith for the sum of $124,000. dated July 20th 1921, payable on demand with interest at 7%, which note has been duly endorsed by Mr. Griffith and is to be discounted by your Company for $124,000. cash and being placed to the credit of D.W.Griffith Incorporated.

I am also handing you herewith duplicate copy of letter addressed by the undersigned to the United Artists Corporation and the original letter from the United Artists Corporation addressed to you whereby the latter Corporation agrees to pay for the account of D.W.Griffith Incorporated the sum of $12,000. weekly for ten consecutive weeks, commencing July 28th 1921, and the sum of $4,000. for the eleventh week, making a total payment of $124,000. so advanced by your Corporation, in liquidation of said note.

I am also handing you herewith deed in blank duly executed and acknowledged by D.W.Griffith Incorporated, conveying the premises of D.W.Griffith Incorporated, at Orienta Point, Mamaroneck, consisting of approximately twenty eight acres, together with all the buildings and improvements thereon situated, which consists of the so-called Griffith Studio. This deed is delivered as collateral security for the purpose of securing the payment of the aforesaid note and upon the liquidation of which you are to re-deliver the said deed to the undersigned Corporation. This property is conservatively speaking worth $500,000. and has two outstanding mortgages, the first for $167.500. and the second $50,000. which mortgages are the only liens against said premises.

Any further information you may require relative to this matter we will be pleased to give you.

Very truly yours,
D.W.GRIFFITH INCORPORATED
By_____
Secretary.

AHTB:GD

July 13th 1921.

Messrs. Guedalla, Jacobson & Spyer,
Westchester House,
Old Broad Street,
LONDON D.C. 2,
ENGLAND. Attention Mr. F.M. Guedalla.

Dear Sir:

You no doubt have become acquainted with me through my connection with the United Artists Corporation as attorney for Mr. Griffith and also with my connection with the Epoch Producing Corporation and that of the Wark Producing Corporation, the former of which I am Treasurer and the latter President, all of which I am calling to your attention for introductory purposes only.

I am writing you relative to the European copyright situation of "THE TWO ORPHANS". You may know that Mr. Griffith is now doing "THE TWO ORPHANS" in this Country under assignment of copyright from Miss Kate Claxton, who is the owner of the so-called Jackson American Dramatic version of the original French story, a copy of which assignment of copyright I am enclosing herewith for your information and guidance if needed. Mr. Griffith of course is anxious to procure the European motion picture rights, including that of the United Kingdom provided the dramatic or publishing rights are not as yet in the public domain. If there is no longer any production of the old European and United Kingdom rights, Mr. Griffith will be sufficiently protected by copyrighting his photographic version and will not consider purchasing the European rights. However, if the European and United Kingdom rights have not expired and the owners thereof are in a position to restrain Mr. Griffith from exhibiting his version in Europe and the United Kingdom we desire to purchase such European motion picture rights in order that he may not be restrained abroad.

Will you kindly therefore make the necessary inquiries regarding the copyright situation in reference to this old story and sound out the owners thereof, if any, as to the lowest price they will take for their interest. This should be done at once as Mr. Griffith expects to produce the "TWO ORPHANS" in the late Fall or early Winter.

I am enclosing herewith for your information a copy of a letter from Samuel French Ltd. to Mrs. Stevens

(professionally known as Kate Claxton), also copy of letter from said Company addressed to a Mr. Edwards, representing Samuel French in this City, also copy of communication which I have received from a Mr. Griffen of this City, who is a play broker and which letter up to the present date I have not answered as I would much prefer to deal directly with the owners than through brokers. I would therefore appreciate any information regarding this matter at the earliest possible date.

Thanking you for your prompt attention to this matter, I remain

Very truly yours,

AHTB/GD
Enc.

New York, July 13th, 1921.

165 East 35th Street.

Messrs. Banzhof & Pembleton,
130 West 42nd Street,
New York City.

Dear Sirs:-

I beg to inform you, that the following is the value of composition published by Ross Jungnickel, which was reprinted in D. W. Griffith's photoplay score of "Dream Street".

Artist's Orchestra Repertoire, # 58, E.A.MacDowell, Op.31, #2.
"Scotch Poem"

500 Copies for 16 Parts & Piano @ $1.90	$950.00
500 Extra Piano parts @ .50	250.00
	1200.00
Less 10 %	120.00
	$1,080.00

Very truly yours,

Ross Jungnickel

The above prize is correct according to catalogue
A. Pesce
Nov. - 1st - 1921

The following three numbers are the ones which have been reprinted in "Dream Street" from Carl Fischer catalogue

Torch Dance	used once 250 copies at 2.40	$600.00
" " 500	extra piano @ 40¢	100.00

Fourteen Fathoms Deep

used three times 750 copies @ 1.25	937.50
750 extra piano @ 25¢	187.50

Der Freischutz

Used twice 500 copies @ 1.85	925.00
500 extra piano @ 35¢	175.00
Total	2925.00
Less 10%	292.50
	2632.50

Sam Fox

CABLE ADDRESS
"SAMFOX"

Harry Fox

Sam Fox Publishing Co.

MUSIC PUBLISHERS

THIS LETTER FROM
NEW YORK OFFICE
158 WEST 45TH ST.

CLEVELAND — NEW YORK

July 13th, 1921.

Mr. Albert T. Banzhoff,
c/o Attorney David W. Griffith Inc.,
130 West 42nd Street,
New York City.

Dear Sir:-

The price of the full orchestration of "MARIONETTE" is $1.00. The price of each extra piano part is 30¢. The price of all other parts is 15¢ each.

For the performance of the picture of "DREAM STREET" six sets of orchestrations would be necessary to compile one complete score and also six sets of any extra parts that may have been needed.

The above answers your inquiry of July 8th.

A copy of the orchestration of "MARIONETTE" is being sent herewith.

Yours very truly,

SAM FOX PUBLISHING COMPANY.

TJD/ED

Per T. J. Doulan

2437.40

The following is the ammount due to "Sam Fox Publishing Co." for "Marionette reprinted in "Dream Street"

1500 - Copies for Orch. & Piano @ $1.00 - $ 1500.00
1500 - Extra Piano parts @ .30 - $ 450.00
$ 1950.00
Less 10% $ 195.00
$ 1755.00

A. Pesce Nov. - 1 - 1921

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES

ORIENTA POINT

MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

July 13, 1921.

Miss Lillian D. Gish,
D. W. Griffith Studio,
Mamaroneck, New York.

Dear Miss Gish:

Mr. Griffith has requested me to advise you that your salary for services rendered and to be rendered as one of the leading artists in the photoplay now being made at the Griffith Studio entitled "THE TWO ORPHANS" be fixed at the rate of One Thousand ($1,000.) Dollars per week, commencing the 2nd day of May, 1921 and continuing to be paid weekly until such time as Mr. Griffith shall notify you that the picture is fully completed and that your services are no longer needed in the production or exploitation thereof. And in addition to said salary you are to receive five (5%) percent of the first Five Hundred Thousand ($500,000.) Dollars of Net Profits and eight (8%) percent on the Net Profits in excess of Five Hundred Thousand ($500,000.) Dollars, derived from the exhibition or exploitation of said photoplay after deducting all cost of production and exploitation, and Film Excise Tax, said percentage of profits to be paid semiannually and be based upon statements as prepared by Price-Waterhouse & Co. or any other certified public accountant who maybe employed by the Griffith Studio for the purpose of making up its regular financial statements.

We have in accordance herewith made entries upon my books for this purpose and will make payments to you in accordance herewith.

Will you kindly signify your acceptance by affixing your signature to the duplicate copy of this letter and oblige

Yours very truly,

I hereby accept the above. D. W. GRIFFITH INCORPORATED.

Lillian D. Gish By

Treasurer.

Music Matter

July 14th 1921.

Commissioner of Copyrights,

Washington, D. C.

Dear Sir:

Kindly send me copy of the Copyright Law relative to production, publication and unlawful publication of music compositions with annotation of cases if any.

If there is any charge in this matter please advise me and I will be glad to remit immediately.

Very truly yours,

AHTB:MD

Mr Banfield -

Rector 5460

STROOCK & STROOCK

M. J. STROOCK
S. M. STROOCK
CHARLES LEVY
W. S. DRYFOOS
L. H. AXMAN
E. F. SPITZ M-D

CABLE ADDRESS "PLASTROOCK"
WESTERN UNION CODE

SOUTHERN BUILDING
WASHINGTON, D.C.

141 Broadway

New York July 14, 1921

D. W. Griffith, Esq.,
1476 Broadway, City.

Dear Sir:

We are the counsel for the firm of Carl Fischer, which firm has its place of business at No. 46 Cooper Square, in this City.

Our client is the owner of the copyrighted musical composition entitled "Fourteen Fathoms Deep" and now holds and owns the copyright for the orchestral edition and also for the piano parts.

Our client has been informed that you are the producer and lessor of the motion picture entitled "Dream Street" and that you have published and issue and are leasing and/or selling incidental music to accompany that picture and to be used in connection with its production, and that in such music there is included various parts of the above mentioned musical composition; that all of the foregoing was done by you without the consent or knowledge of our client.

Under the circumstances we deem it important that you shall arrange that your counsel shall promptly call upon us to discuss the foregoing facts. On receipt hereof will you please furnish to us the name of your counsel and at the same time please advise us how soon we may expect him to call.

Very truly yours,
STROOCK & STROOCK, By

Had interview with Mr. J. & Thos. A. Mc 8-1-21

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
BUSH TERMINAL BUILDING
130 WEST 42ND STREET
NEW YORK

TELEPHONE
BRYANT 2657
CABLE ADDRESS
"PEMBAN"

July 15th 1921.

Mr. ALBERT L. GREY,
1476 Broadway,
New York City.

Dear Mr. Grey:

Last week I had an extended interview with G.Schirmer's Publishing Company, represented by Mr. Fay and their attorney, Mr. Richards, and two others of that Company, also a Mr. Sam Fox of the Sam Fox Publishing Company, and Mr. Ross Jungnickle, representing himself, all in reference to our Company's violation of their copyright in unlawfully printing 250 copies of the musical score of "DREAM STREET" in which score compositions as listed herewith were taken from some of Schirmer's productions, one composition from Sam Fox and one composition from Mr. Jungnickle, as shown by copies of letters from the latter two.

These three publishers now claim that we must pay them for their damages based upon the following basis:

That for each completed score which we have published we would have had to purchase from them complete orchestrations in sufficient numbers to make up a complete score as was done with the manuscript copy. This cost would then have to be multiplied by 250 and they also claim that we should pay them twice this cost, the additional cost being in the nature of a penalty for copyright violations. This penalty I think is absolutely unfair, and I believe we can get them to change their attitude in this regard.

Regarding their damages as above set forth, I believe they are legally justified in making this claim and I am sure they could enforce the same in an action, and if the proposition were brought to Court they would also raise the contention in reference to penalties which is prescribed by the Copyright Act, which gives the copyright owner a right to claim a damage of $100. for the first unlawful publication and $50. for each publication thereafter, and that would mean as often as the score was used in conjunction with the exhibition of each performance and multiplied by the number of compositions so used. Of course this penalty clause, if it were upheld by the Courts, would mean confiscation, and I doubt very much whether the courts would give that interpretation in this particular case. However, I do not believe that we are in a strong enough position to contest such a contention and I fear it would be a mistake both from a financial and a publicity point of view.

The letter which you received from the American Society of Composers, Authors and Publishers giving you performing rights of the music with the presentation of the photoplay "DREAM STREET" expired June 4th 1921, and is expressly limited to that one particular engagement. This right, of course, does not give any right of publication; that is printing the same for your own use, and of course is further limited to composers and publishers who are members of that Society. The above-named three parties, who now claim damages, do not belong to the American Society of Composers, Authors and Publishers, and are known in the trade as "independents" and therefore this letter as far as they are concerned is of no value.

I am also enclosing herewith a copy of the statement which Mr. Silvers made at a meeting before these gentlemen and they told me that Mr. Silver's statements were so far from the truth that they would not place any credence in anything he might have to say regarding any matter. In other words, that he deliberately lied to them, which, of course, is borne out by the statement which he made to me in my office and which was taken down to the best ability of one of the young ladies in my office at the time the conversation was had. I am giving you all this information so that you may know the seriousness of the music publishers' contention in this matter, not alone for the purpose of settling this proposition, but also to avoid any future complications.

The mere fact that we and other concerns have been doing this in the past without objection is no excuse in the eyes of the law and of course the Corporation is legally responsible for the acts of Silver and Pesce in this matter.

In this connection I would suggest that you have Pesce make up a detailed statement of the cost we would have been put to if we had purchased sufficient orchestrations to make up 250 copies. Pesce has already given me some figures in this regard, but I believe we should have them prepared accurately and they should be listed separately so that we may know how much we owe each of said publishers and any other publishers whose music we may have used in "DREAM STREET" score.

Please return to me the original letters which I am enclosing as I have not made copies of the same.

Since writing the above I have had long telephonic conversations with Mr. Fay of Schirmer's, who insists upon settlement on basis above mentioned and a like amount for penalties. I have also received the letter you forwarded to me from Messrs. Stroock & Stroock, attorneys for Carl Fisher, publishers of "Fourteen Fathoms Deep" relative to the same matter.

Very truly yours,

AHTB/GD

"Java Head" Stories

LAW OFFICES
FRANCIS E. BREWSTER
I. HAZLETON MIRKIL
HAZLETON MIRKIL, JR.
J. MICKLE HEMPHILL
J. MONTGOMERY FORSTER

407 LAFAYETTE BUILDING
N. E. COR. 5TH AND CHESTNUT STREETS
PHILADELPHIA

July 15, 1921.

A. H. T. Banzhaf, Esq.,
2 Rector Street,
New York City

Dear Sir:

To confirm our phone conversation of June 14th last I write to state that the consideration having failed, the rough draft of memo. of agreement affecting "Java Head" as prepared by us on May 18th last, is, of course, a nullity.

Yours truly,

J. Mickle Hemphill

JMH/S

D. W. GRIFFITH PRESIDENT
A. L. GREY VICE-PRESIDENT

A. H. T. BANZHAF SECRETARY
J. C. EPPING TREASURER

D. W. GRIFFITH, INC.
PRESENTS
WAY DOWN EAST

GENERAL OFFICES 303 LONGACRE BLDG. NEW YORK
TELEPHONE · · · BRYANT · 6761 · 6762 · 9486
A L GREY · · · · GENERAL MANAGER

July 15th, 1921.

Mr. A. H. T. Banzhaf,
Bush Terminal Building,
New York.

Dear Mr. Banzhaf:-

Herewith I am enclosing a copy of a letter to Mr. Abrams for your records, also a letter from Stroock and Stroock.

Very truly yours,

A. L. Grey
per F.S.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

July 16, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, New York.

Dear Sirs:

We beg to advise you that we have this day received from the United Artists Corporation their check for $10,000. same to be applied on account of your demand note dated May 11th, with this company for $250,000.

Very truly yours,

B. A. Morton
~~Assistant Secretary.~~
V. Pres.

WHS/HGH
BANKING

W.P.B.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

July 16th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Warner Brothers Picture U-3		3754	19497	23084
		3754	19497	23084

Positive stock used

Eastman 23251

Negative stock used

Eastman 23084

Studio Mine:

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION

July 18th 1921.

Mr. J. C. Epping,
D. W. Griffith, Inc.
1476 Broadway,
New York City,

Dear Mr. Epping:

This will introduce to you Mr. George Jamahar who has been introduced to me by Mr. Gascoigne and who is anxious to enter the motion picture field as an actor and particularly the Griffith Studio, if there is an opening for him.

I thought possibly that you might have some chance to give Mr. Jamahar the opportunity as an extra in Mr. Griffith's production that he is making at the present time.

Mr. Jamahar comes from Russia and has acted for pictures in that country.

Anything that you will be able to do for him will be greatly appreciated by Mr. Gascoigne and myself.

Very truly yours,

AHTB:MD

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Kotromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, July 19, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
C/o Mr. J. C. Epping,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N. Y.

Dear Sir:

We have today received from the United Artists Corporation the following checks:

Check drawn on New York - - - - - - -		$1,877.00
" " " Canada -	$73.50	
Less 12% discount - -	8.82	64.68
Total - - - - - - - -		$1,941.68

U.S. - 205,829.76
CANADA - 12,185.17
$218,014.93

The above amount has been applied in reduction of your time loan dated May 24, 1920 to $96,985.07.

315,000.00
218,014.93
$96,985.07

Yours very truly,

Assistant Treasurer.

66-1

THE CORPORATION TRUST COMPANY SYSTEM
ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N.J.
CHICAGO PHILADELPHIA PORTLAND
ST. LOUIS WILMINGTON
WASHINGTON PITTSBURGH
CORPORATION REGISTRATION COMPANY
53 STATE STREET, BOSTON
THE CORPORATION COMPANY
LOS ANGELES, CALIFORNIA
AFFILIATED WITH
THE CORPORATION TRUST COMPANY
37 WALL STREET, NEW YORK CITY.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY.
B. STAFFORD MANTZ, TREASURER.
JOHN R. TURNER, ASSISTANT SECRETARY.
C. KOESTER, ASSISTANT AUDITOR.

The Corporation Trust Company

INCORPORATED UNDER THE TRUST COMPANY LAW OF THE STATE OF NEW JERSEY.

REPLY TO 15 EXCHANGE PLACE, JERSEY CITY.

July 19th, 1921.

RE: D. W. G. CORPORATION

Albert H. T. Banzhaf, Esq,
#2 Rector Street,
New York City.

Dear Sir:-

We are enclosing herewith, duplicate of our bill of May 2nd, last, against the above company, amount $ 50.00, covering our charge for providing it with statutory representation in Delaware, at a special rate.

We would appreciate it greatly if you could consistently approve this item for the consideration of your clients.

Yours very truly,
THE CORPORATION TRUST COMPANY.
John R. Turner
Assistant Secretary.

JRT/K

TEL. 9249 RECTOR

EMPIRE KENTUCKY OIL CO.

INCORPORATED

OFFICERS:
M. B. BLOOMER, PRES.
GEO. NEVILLE, VICE PRES.
T. F. BONNEAU, SEC. & TREAS.

39 CORTLANDT STREET

NEW YORK

OIL LANDS
WAYNE COUNTY,
KY.

July 20th, 1921.

Mr. Hanna,
c/o Griffith Studio,
Mamaronack, N. Y.

My Dear Hanna:

You will note from the enclosed circular that I am deeply interested both as an official, as well as financially, in the Empire Kentucky Oil Company of Kentucky.

The above company was formed on common sense and safe lines and controls 340 acres of virgin oil lands and its boundry lines are surrounded by nothing but producing wells operated by large concerns.

It is needless for me to state to you, the enormous amount of money that has been made in oil and especially in the state of Kentucky. The Petroleum Oil from this territory is of a very high quality, as you will note from the circular enclosed and it costs considerable less to sink wells here than it does in Louisiana or Texas.

I have thoroughly looked into this proposition before becoming interested and therefore I would like to have you join me for whatever you can spare and I know it will bring you large returns. We only have a small amount of stock to dispose of at 25¢ per share and if you will watch the New York curb stock, you will see that the stock is selling today at 26¢ and will soon jump higher. Therefore I trust you will avail yourself of this unusual opportunity. Should you desire any further information, would be glad to have you call at the above office where we can give you any information desired or let me know where I can see you any day, , when I or any official of the company, will go into the matter with you in detail.

With best regards, I remain

Yours very truly,

George Neville

GN.S

An Oil Security

Evolved Upon

Conservative and Safe Lines

with every promise of

High Prospective Earnings

✠

Specializing:

In the development of the shallow-depth, long-lived fields. Universally recognized as the "BACKBONE OF THE OIL INDUSTRY."

Empire-Kentucky Oil Company

39 Cortlandt Street

New York

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Empire-Kentucky Oil Company

(Delaware Charter)

Capital, $500,000 **In Treasury, $250,000**

Par Value, - - $1.00

Fully-paid and non-assessable

OFFICERS AND DIRECTORS

M. B. BLOOMER, - - - - - - - - - *President*

Eastern Manager, Kain-Hurley Lumber Company

GEORGE NEVILLE, - - - - - - *Vice-President*

Connected with Griffith Motion Picture Corporation, New York City

T. F. BONNEAU, - - - - - *Secretary and Treasurer*

Oil Operator, Texas and Louisiana, New York City

S. B. MURRAY, - - - - - - - *Asst. Secretary*

Oil Operator, Somerset Field, Texas, New York City

TRANSFER AGENTS:

FOREWORD

This Company was created for the purpose of acquiring oil lands and for the production and marketing of oil. Wayne County, Kentucky, was selected as its base of operations for the following reasons:

The wells in this section are long-lived producers—its record of production extends over a period of 18 years.

The Oil Sand is reached at a depth of 380 feet, and wells can be drilled, completed and placed on the pump at a cost not to exceed $1000 each.

The product is one of the highest grades of lubricating oil found in the United States and commanded a price of $4.65 per barrel prior to the recent deflation of prices in this commodity—And

We believe it to be the safest and most profitable oil field in the country today.

EMPIRE-KENTUCKY OIL COMPANY.

WAYNE COUNTY OIL FIELD

Wayne County, Kentucky, first attracted the attention of Oil Operators about 18 years ago, when the discovery well showed good capacity and high-grade lubricating oil at very shallow depths. The low cost of drilling, slight risk of losing wells, together with the splendid returns from the high-grade product, made it a most attractive field for investment, and from that date until the exodus a few years ago of many of the operators to the boom fields of Texas and Oklahoma, it experienced steady development—when its attractiveness was overshadowed by the desire to participate in the "Overnight riches" promised by "Gusher" production. Thoroughly disallusioned by the experiences of the past three years, operators are now returning to Wayne County Field, and despite the recent slow-up, it has today approximately 2500 pumping wells ranging in capacity from 20 to 50 barrels settled production according to location. The oil is found principally in individual pools running in extent from 100 to 150 acres and from a mile to a mile and a half apart. The principal oil bearing sand (known as the Beaver Sand) is found at a depth of 380 feet which is easily reached through the drilling of approximately 250 feet of Chalk and about 130 feet of Shale which can be accomplished in from 5 to 7 days. The product is purchased by the Standard Oil Company of Kentucky which has a pipe line running directly through the field. As soon as production is ready for the market, this Company immediately connects up with its pipe line and settlements are made at the end of each month. Recent developments have greatly extended the original field and several wells of over 300 barrels initial capacity have recently been brought in resulting in greatly increased lease values and a widespread development of this entire section. From present indications it is safe to say that this field will within the next six months be ranked among the foremost and most profitable shallow field producers in the country.

PROPERTY

The Company's holdings comprise leases on 340 acres of oil land located directly between the Windy City and Susie Oil Pools, admitted to be among the most profitable in Wayne County.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PROPOSED DEVELOPMENT

Arrangements are now under way to start a drilling campaign on or about July 15th next and to assiduously continue this work until the entire tract is fully developed —a contract will be made for the completion of five wells before September 1st. In this work we will benefit by the experience of the successful operators in this field and adhere to custom of drilling only one well to every four acres, thereby allowing ample area for saturation and insuring long life of production. Under this plan the Company's holdings when fully developed should insure the Company about 85 wells. These wells cost to drill, case and put on the pump ready for producing not to exceed $1000 each and as the general average of production runs from 20 to 50 barrels per day, you can readily see the large profit derivable from their operation.

The cost of pumping is very light as it only requires an expenditure of approximately $1000 to equip unit pumping stations equipped with small gas engines, each of which will prove adequate to the handling of production from 25 wells. These production units can be operated at a low cost, as it consists merely of the wages of an Engineer and a helper, and the necessary fuel expense is negligible as the casing head gas from the wells keeps the engines in operation.

COMPARISON

The cost of drilling for "Gusher" prodution is very heavy—running from $30,000 to $100,000. per well according to locality. These "Gushers" are simply pumping oil wells plus gas pressure—once the gas pressure is released the well is reduced to the pumping stage, but still remains in the high cost "Gusher" class.

The wells in the Wayne County Field are always pumpers and their production is uniform year in and year out. Their cost, however, is $1000 each. The only difference between wells in Wayne County and the average "Gusher," costing $30,000 to $100,000, is dependent upon how lucky the operator of the "Gusher" is in getting his gusher production out before the gas escapes, which in the majority of cases, past experience has proved, he is unable to do.

In other words, investment in the Empire-Kentucky Oil Company furnishes the purchaser an opportunity to participate in the oil industry on a "Ground Floor" basis. Nature has in its case done the "deflating" and made the production of oil in this section a conservative, stable business of a definitely measurable character.

Low cost of drilling and operating in the Wayne County Field, high quality of oil produced, steady and continuous production, combined with our low capitalization, places our Company in a separate and distinct class from the oil enterprises usually offered for public subscription.

This Company offers a limited number of its shares, fully paid and non-assessable, at 25c. per share.

EMPIRE-KENTUCKY OIL COMPANY,
39 Cortland Street,
New York.

NOTE: *In order to provide a ready market for the shares of the* EMPIRE-KENTUCKY OIL COMPANY, *the stock will be listed on the New York Curb before September 1st next.*

not used

97.4

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

July 20, 1921.

D. W. Griffith, Inc.,
130 West 42nd Street,
New York City.

Attention Mr. A. H. Banzhaf

Dear Mr. Banzhaf:

We are returning herewith as requested, letter of the United Artists Corporation addressed to us under date of July 12th, and the letter of D. W. Griffith, Incorporated to the United Artists Corporation of the same date; also demand note of D. W. Griffith, Inc., for $124,000. dated July 20th, 1921, and deed of D. W. Griffith, Incorporated to Blank and dated July 1, 1921.

Very truly yours,

F. J. Leary

Vice President.

FJL/H
BANKING.

UA.

July 30th 1921.

Lee Benoist & Co. Inc.,
35 West 43rd Street,
New york City.

Att. Mr. J.P.Van Overmier

Dear Sir:

In reply to your favor of the 19th inst. relative to advice from San Francisco to the effect that stock of the United Artists Corporation was being offered for sale, beg to advise that this cannot be the fact unless through some unknown reason Charlie Chaplan would be offering his preferred stock and even so this would be improbable for the reason that the other preferred stockholders have the first option to purchase the same before the owner thereof has a right to sell it to outsiders.

It might, however, be interesting to make further inquiries with the view of ascertaining whether a corporation by that name has been formed and is attempting to sell stock.

Any information you can obtain in this regard will be greatly appreciated.

Very truly yours,

AHTB:MD

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH, INC.

PRESENTS

"WAY DOWN EAST"

JACK BREHANY, PACIFIC COAST REPRESENTATIVE
544 PACIFIC BUILDING, SAN FRANCISCO, CALIFORNIA

July
21
1921

Mr. J. C. Epping,
C/o D. W. Griffith Inc.,
303 Longacre Bldg.,
New York, N. Y.

Dear Mr. Epping:

This is to acknowledge and thank you for your favor of July 14th, enclosing check for second contingent fund, amounting to $1,000.

With best wishes,

Sincerely,

JB:RE

Jack Brehany

COUNSELMAN & CO.

112 West Adams St

Chicago

July 21, 1921.

D. W. Griffith, Inc.,
1476 Broadway,
New York, N.Y.

Gentlemen:

I herewith tender my resignation as a Director of D. W. Griffith, Incorporated to take effect at once.

I shall appreciate an immediate acknowledgement of the above.

Yours very truly,

C. Counselman

CC:H

STROOCK & STROOCK

M. J. STROOCK
S. M. STROOCK
CHARLES LEVY
W. S. DRYFOOS
L. H. AXMAN
E. F. SPITZ

CABLE ADDRESS "PLASTROOCK"
WESTERN UNION CODE

SOUTHERN BUILDING
WASHINGTON, D. C.

141 Broadway

MJS/F

New York, July 21, 1921

Albert H. T. Banzhaf, Esq.,
230 West 42nd Street,
New York City.

Re Carl Fischer v. D. W. Griffith.

Dear Sir:

In view of our conference in the above matter on Monday last, I had anticipated that I would hear from you ere this.

In view of the fact that I expect to leave my office during the coming week to be gone during the month of August, will you please seek to arrange that this matter shall be disposed of not later than the beginning of the coming week.

Truly yours,

M. J. Stroock

Music matter

July 22nd 1921.

Mr. M. J. Stroock,
141 Broadway,
New York City.

Carl Fischer and D.W.Griffith

Dear Mr. Stroock:

I am in receipt of your letter of July 21st and wish to advise that I had a luncheon engagement with Mr. Edwards, Attorney for Mr. Schirmer, on Thursday and he is going to take the matter up with me further on Monday or Tuesday of next week.

As soon as I hear from him I will call you up. Kindly let me know whether this is satisfactory to you.

Very truly yours,

MD:MS

HOWARD CHANDLER CHRISTY
1 WEST 67TH STREET

July 22 1925

Dear Griffith —

I want to introduce this very talented young lady — Alice Weaver. I hope you will like her. With her charm & good cheer

Sincerely yours

Howard Chandler Christy

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

July 23rd 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		23369		
Greatest Question		5606		
Love Flower		112		
Romance		102		
Fall Of Babylon		52		
Broken Blossoms		50		
Warner Brothers		2434		
Lab. Mach. Tests	50			
Picture U-3			28579	26606
	50	31725	28579	26606

Positive stock used

Eastman	46462
Belgian	7970
Agfa	5922
	60354

Negative stock used.

Eastman	26606

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK July 25,1921.

9

D. W. Griffith,Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sirs:

We beg to advise you that we have this day received from the United Artists Corporation their check for $10,000.,same to be applied on account of your demand note dated May 11th with this Company for $250,000.

Yours very truly,

Assistant Secretary.

WS.C
Banking

O.A.J.

Lord Northcliffe,
Care Bullock

16 Park Ave.,

New Rochelle.

Knowing that you are interested in this sort of thing would be very glad indeed if convenient to have you visit out studios while here. We are now daily taking scenes on a new production which might possible be of interest to you. Sincerely

David Wark Griffith

Sent straight telegram July 25th by A. W.

Wary D. E.
London

United Artists Corporation

729 Seventh Avenue
New York

BRYANT 1774

July 27th, 1921.

Mr. Albert H. T. Banzhaf,
Secretary, D. W. Griffith, Inc.,
303 Longacre Building,
New York City.

Dear Mr. Banzhaf:-

I hand you herewith a note of this Corporation for One Hundred and Twelve Thousand ($112,000) Dollars, payable November 1st, 1921, which when paid will be in liquidation of our agreement to pay your Corporation Twelve Thousand ($12,000) Dollars per week for nine weeks commencing August 6th, 1921, and a tenth payment of Four Thousand ($4,000) Dollars, on account of "Dream Street".

If this note cannot be discounted by your Corporation, you may return it to us and we will pay direct to your Corporation the weekly sums above stipulated.

Will you kindly acknowledge receipt of this note.

Yours very truly,

M M Magn
Treasurer,

UNITED ARTISTS CORPORATION.

MEP/DJ
Encl.-

RECEIVED FOR D.W.GRIFFITH, INC., one note as above described.

A H T B
Secretary,
D. W. GRIFFITH, INC.

1190 Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT
46NY C 43 NL

1190 Dictator 9/Aug A. Mail

FY LOSANGELES CALIF JULY 28-29 1921

MISS AGNES WEINER

CARE E W GRIFFITH INC MAMARONECK NY

PLEASE ASK MR GRIFFITH TO NIGHTLETTER GOOD WORD FOR ME TO FRANK WOODS FAMOUS PLAYERS LASKY HOLLYWOOD AND MAKE IT STRONG HAVE CHANCES THERE IF HE WILL DO IT WILL SEND CHECK FOR EXPENSE REGARDS TO ALL SORRY TO TROUBLE BUT NEED THIS

WELLS HASTINGS LB 9 Aug

854A

Consider Mr. Hastings
a rare combination
of a charming gentleman
and a man of brains
I am sure you will
be pleased to have him
associated with you.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mamaroneck, N. Y. July 28,'21.

Telegram to

Mr. Samuel Gompers,
President American Federation of Labor,
A. F. of L. Building,
Washington, D. C.

Representatives of Theatrical Stage Employees have just advised me of the decision of the American Federation of Labor regarding jurisdictional control of the work in the carpenter department of moving picture studios which decision accords to the Brotherhood of Carpenters the sole right to construct moving picture sets. Stop. This causes me considerable concern for the reason that the building of moving picture sets requires in addition to what is ordinarily regarded as carpentering skill a well developed showmanship; that is, the capability to gain an effect by camouflage. The building of moving picture sets has little more relationship to actual house-building than it has to painting a picture being an entirely different line of work. We use a lot of house carpenters naturally but our foremen and heads should understand the business of building motion picture or stage sets. Stop. Another serious point at issue is that work in a moving picture studio necessarily must overlap and to seek to introduce craft lines would seriously interfere with the organization which has been built up at this plant. None acquainted with the business from a practical view-point will argue the possibility of observing craft lines and I fear that the Executive Council has not been given the proper appreciation of the character of the work. I would urge the necessity of giving this question further consideration with a view to arriving at a decision that would not interfere with the progress of those seeking to be fair to organized labor. Stop. Hardships are now put upon us by the competition of German-made films, now more dangerous because of the practice of American firms taking money to Germany where one dollar of

American money secures twenty dollars in German labor and there producing pictures at at least one-twentieth the cost of our productions in America, and then re-selling these German-made pictures in this country. All this being true further hardships are apt to make impossible the production of pictures in America.

Sincerely
D.W.G.

Lonalue

for Mr Griffith

TELEPHONE,
3588 VICTORIA.
TELEGRAMS,
TEPEE, LONDON.

5, MORPETH MANSIONS,
VICTORIA STREET,
S.W.

July 28th 1921

Dear Mr Griffiths,

I saw your representatives yesterday in reference to your film, and I have promised to see it myself next week. I am sure that like everything else from your hands it will be worthy of being exhibited and to the advantage of the public.

Mr Powers suggested to me that I might drop you a line in reference to the proposed tariff on importing British films into the United States. As you know, I have no financial interest in films - my duties being strictly confined to those of censorship - and I express therefore an entirely independent opinion. I consider such a tariff would be very unwise, and unwise from the point of view of the American film industry as well as of the British. As you are aware, a very high percentage of the films exhibited in our cinema theatres come from America, and for a considerable time to come the number of British films sent to America must be a very small percentage of the whole. I do not suppose there will be any retaliation on this side, as it is against our whole tendency in fiscal relations with other countries; but at the same time there must be some disappointment and resentment among English film manufacturers, and as I think good relations between the manufacturers of both countries are very desirable I would deplore this result as prejudicial to the interests of the trade.

I trust that you may use your immense influence and authority in the trade to avert legislation of this prejudicial character. P.T.O

With all good wishes,

I am,

Yours sincerely,

T. P. O'Connor

D. W. Griffiths, Esq.,
303 Long Acre Building,
New York City.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Dear Sir:--

It is not our intention in any way to discriminate against England or any other foreign country but Germany in our tariff on motion picture films. As you know, however, motion picture can be ~~xxxxxx~~ produced in Germany at one-twentieth of the cost of production in the United States and it is impossible for us to compete with these pictures in selling price. Therefore to protect our interests and limit the distribution of these films in this country it has been necessary to fix the tariff. This tax certainly was not intended to cause any resentment among English film manufacturers and we hope as strongly as do you that nothing will ever mar the friendliness existing between the producers of both countries.

Thank you for your generous words concerning my work and I am interested to know your personal opinion of "Way Down East".

Sincerely,

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address "Notromco"
Madison Avenue and 60th St.
Cable Address "Guarmadis"
268 Grand Street
Cable Address "Guargrand"

Foreign Offices
Cable Address "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, July 28, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
c/o J. C. Epping,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We acknowledge receipt of the United Artists Corporation 's check drawn on New York for $2118., also check drawn on Canada for $203.

The Canadian check has been sold at 11½% discount, netting $179.65, which amount, together with the New York check for $2118. has been applied in reduction of your loan to $94,687.42.

Yours very truly,

Assistant Treasurer.

66-167-2

US 207,947.76
Canada 12,364.82
$220,312.58
315,000.—
220,312.58
$94,687.42

OK

HENRY HESS
308 BAILEY BUILDING
PHILADELPHIA, PA.

July 28, 1921.

My dear Mr. Griffith:

You are undoubtedly aware of the fact that satisfactory color adds a great deal to certain portions of any motion picture.

I lay the emphasis on the color being satisfactory since mere color may be anything but satisfactory.

This corporation controls, through patents granted to it, various steps that are necessary to the production of satisfactory color in motion pictures. It will probably be best if I quote on the standing of these patents from a certain report made by our Patent Attorney, Mr. Campbell of Rogers Kennedy & Campbell, as follows:

"Another improvement which is basic in nature is that covered in your patent No. 1,238,775 by which the actinic effectiveness of the light and therefore speed of the camera is materially enhanced by the use of the so-called dichroic reflector, which transmits the red light and reflects the blue-green light".

"We believe that Mr. Ives in your patent No. 1,170,540 waa a pioneer in utilizing the single gelatin layer on one side of a motion picture film and incorporating the gelatin layer of two images of different colors usually red and green by two different processes. The two images blend and the projection gives a pleasing picture made up of various proportions of red and green in such a way as to apparently duplicate all of the natural colors on the subject. In claims 1, 7 and others for the method and claim 12 and others for the film you have very strong protection on this invention. We consider it would be practically impossible for a competitor to secure the advantages of this invention without infringing the patent."

" An important improvement is that covered in your patent No. 1,278,668 which broadly covers several features, one of which is the production of one of the blending images at the bottom or interior of the gelatin layer and the other at the top surface thus separating them and giving a more satisfactory procedure. This content also covers the principle of introducing the red image by a copper toning process a very effective mode of producing a permanent red image. The 28 claims of this patent cover yet other important features."

Mr. Griffith:

Our patent No. 1,376,940 covers the use of proper colors and is referred to by Mr. Campbell as follows:

"Among other important inventions protected to you along this line is one upon which the patent is not yet issued but which has been allowed in the PatentOffice with broad claims, wherein with a two-image process a third primary color, yellow is introduced, giving a more effective rendering of the colors of the subject photographed. The patent will shortly issue on this invention." (Since issued - April 15, 1919.)

You will note that this last quoted patent dominates every satisfactory color process irrespective of the way in which such colors are or may be in the future incorporated, or wherever more than two basic colors such as red, blue and yellow are employed. The use of basic red and blue is old and well known to the art. The addition of yellow, the third primary, is necessary to secure satisfactory color. Otherwise the reds are brickish and displeasing. By use of yellow it is possible to secure true foliage green in combination with true sky-blue and to secure the complexion colors of blonde such as the blue of the eyes, the blonde of the hair and the pink of the skin.

We have succeeded also in reducing the first cost to a decidedly attractive figure, this depending, of course, upon the number of copies made. We are ready to enter into negotiations on whatever basis you may find interesting.

Kindly make an appointment at your early convenience, preferably in the East, New York City.

Yours very truly,

HESS-IVES CORPORATION,
By
HENRY HESS,
President.

HH/M

GMH
GUEDALLA, JACOBSON & SPYER.
SOLICITORS.

GUEDALLA & JACOBSON.
F. M. GUEDALLA.
E. N. J. JACOBSON, C.B.E.

SPYER & SONS.
E. S. SPYER.
S. S. MACASKIE.

TELEGRAMS: GUEDALLA, STOCK, LONDON.
TELEPHONES: 6548, 6549, 6550, 6551 LONDON WALL.

WINCHESTER HOUSE.
OLD BROAD STREET,
LONDON, E.C. 2.

29th July 1921.

Albert H. T. Banzhaf Esq.,
Messrs. Banzhaf & Pembleton,
130, West 42nd Street,
New York, U.S.A.

Dear Mr. Banzhaf,

D. W. Griffith
"The Two Orphans"

Your letter of the 13th instant was received here on the 25th instant but not seen by me until a day or two after because Iwas in the throes of a very urgent injunction proceedings to prevent and stop - as I have done - the showing of the faked film of the Dempsey-Carpentier Fight. You probably may have heard something about this in New York.

Mr. Malevinsky knows the story, because, unfortunately, other misunderstandings have cropped up. It has been a very exciting and busy week, as far asI have been concerned, because I have taken the view rightly or wrongly in Copyright Law that when Dempsey & Carpentier entered into a bargain with Tex Rickard to perform their contest in the presence of Tex Rickard's cameras, the sole performing rights were in those three persons.

It may be that a third party has a right to make a film by a telescopic lens from a distance, but I maintain he has no right to exhibit or perform that film.

Albert H. T. Banzhaf Esq., 29. 7. 21.

Anyhow, that is my view as an English Lawyer, and under the 1911 Statute.

I find, however, rather startingly, that most of my confrere never thought that this was the law, although I have successfully rubbed it in to the firm with whom I was concerned, namely, Messrs. Theodore Goddard & Co. who are the Solicitors for Sir Edward Hulton and his Group of Papers, and incidentally, the solicitors for the Film Booking Offices, Mr. Goddard being a Director of that concern.

Mr. Goddard, I note, took the view of Counsel learned in Copyright Law matters. What Opinion he received, I cannot say, because he has submitted to Judgment. It has been mighty quick work.

I had an advantage, however, because George A Smith had incorporated some of our Official film in his Unofficial Film, and that made my position very strong in seeking an Injunction. He had no right to pass off my client's property as his property, and the Chancery Judge would deal with that situation very severely, as I imagine your Equity Judges would also do.

Anyhow, so busy have I been that I have not yet had time to attend to your letter.

I have also had to be busy, as you will learn from a letter that I am writing to Mr. Seligsberg in connection with Epoch & Wark Income Tax matters.

I imagine that you are just about as tired of this Income Tax and E.P.D. tangle as I am, every time one has to go through

Albert H. T. Banzhaf Esq., 29. 7. 21.

all the figures over and over again, and even then I hesitate to think very clearly and logically about the situation.

I also am going to write to you another letter (overmail), and separately, about Mr. Griffith (Income Tax matters, having regard to an important conversation I had with Mr. Powers.

As now you have written to me direct, I think there is no objection to my writing to you direct, but you will please understand and explain to Mr. Dennis O'Brien the circumstances under which I am writing to you direct. Mr. Powers asked me to do so last Friday, and I was going to send a letter addressed to you under cover to Mr. Dennis O'Brien.

Now, with regard to your letter of the 13th instant, I am just off for a much needed cure under medical orders to Duff House, Banff, and I have to go for my After-cure to Braemar. My partner, Mr. Macaskie, is kindly going to attend to this matter in my absence. He has already done a great deal of work in different urgent matters for Mr. Dennis O'Brien, and I am quite satisfied that he will attend to this just as well as I could myself. The only reason that I would not have handed it over to him had I been at work here is that I am taking a special interest in film matters, and especially everything connected with the Big Four, for it may be to their advantage if I am always closely associated with them, because I know that when we are all mixed up together in an action, there is not much need for actual instructions and guidance in an

Albert H. T. Banzhaf Esq., 29. 7. 21.

emergency.

I gather from your letter that the "Two Orphans" has been written by some French author unnamed, and that somebody called "Jackson" has dramatised the Novel or story under circumstances under which "Jackson" has become lawfully possessed, according to the Federal Law of the United States of America, of the American Dramatic Rights, which I assume, include the Cinema rights.

But I have not yet looked up your Statute on the subject, but Mr. Macaskie will be looking into this point to acquaint himself with it.

And I gather that "Jackson" has duly assigned his or her copyright in the said American Dramatic rights to Miss Kate Claxton.

Having regard to our Order in Council of the 3rd February 1925, our Copyright Act of 1911 applies to Dramatic Works, the Authors ~~already~~ wherever at the time of making of the Works, citizens of the United States of America in like manner as if the Authors had been British subjects, but the term of copyright as an incidental matter is not to exceed that conferred by the law of the United States of America, and the enjoyment of the rights conferred by the Order in Council ~~are~~ is to be subject to the accomplishment of the conditions and formalities prescribed by the Law of the United States of America.

The Order ~~subsequently~~ substantially is confined to the British Isles.

Albert H. T. Banshaf Esq., 29. 7. 21.

It is to be particularly noticed that the Order in Council does not extend the provisions of Section 29 (1) (a). of the Copyright Order 1911 to Works first published in America, and it seems to me from what you have said that there is going to be very little chance of our being able to assist you by sheer assertion of ~~the~~ international legal rights.

Section 29 (1) (a), of the Copyright Act, 1911, provides.

"His Majesty may by Order in Council direct that this "Act shall apply -

"(a) to Works first published in a foreign country "to which the Order relates, in like manner as "if they were first published within parts of "His Majesty's dominions, to which this Act "extends".

It is very unfortunate that the United States is so hostile to European Authors. While Copyright in European States is more or less reciprocal, you know that there are very great difficulties owing to the manner in which various tradespeople in the United States have always behaved with regard to the protection of the rights of foreign Authors publishers whether they be authors or publishers of literary, dramatic, musical or artistic Works, when it comes to protecting the rights of European Authors publishers in Washington.

Your country stood out for a long time about making any terms with us under the 1911 Act, and it was only on the 3rd February 1915 that Washington and London came to a very limited arrangement, long after most indeed nearly all other countries.

Albert H. T. Banzhaf Esq., 29. 7. 21.

The effect of this limited arrangement is, in fact, to entitle the unpublished Works of American Citizens or residents in America, to the protection of the British Act.

If Americans choose to publish their Works in America, without taking steps to publish them first of all, or simultaneously in England, they are not protected, and, of course, this proposition acts vice versa, so far as English Authors are concerned.

Mr. Macaskie will endeavour to find out from Messrs. French what are the facts, but I think I see already from your letters and explanations that I cannot give you very encouraging advice.

It would, however, follow, that if my views are right, and if Mr. Macaskie finds on examining the facts that they square with my legal views, he will be cabling you, advising that Mr. Griffith should take steps, as you yourself suggest, to protect the European Motion Picture Rights, especially including those of the United Kingdom, but it will be no use Mr. Griffith paying for the World Motion Picture Rights if, as you suspect, they are a matter of public domain.

If nobody is entitled thereto, it may be that Mr. Griffith need not further trouble his head, because his Picture is sure to be so excellent that he need not fear competition on the part of any rival film. He will take good care to get a good start in the exhibition of his own film.

I did think, however, that it could be very important for Mr. Griffith, anyhow, to register at Stationers Hall, or publish or otherwise protect his scenario simultaneously with registering it in Washington.

Albert H. T. Banzhaf Esq., 29. 7. 21.

For that purpose he ought either let us have his scenario and cable to us as to the date when he is registering it in Washington and please do not rush us in the matter, but give us a few days so that you can make quite sure that everything is in order. Remember that this is Vacation time and Mr. Macaskie will be going for his much needed Vacation on the 1st September, and I shall not be returning to the office until probably a fortnight thereafter, and if the scenario can come over, we will take such steps as are possible to protect it, and that is one way of protecting the thing for the British Isles.

If you want us to look into the Order as to how to protect this for continental countries, we will be glad to go deeper into the subject.

Similarly with regard to the film when it comes over. We certainly will be able to injunct any copy thereof, but of course, in the circumstances mentioned, it may be very difficult to injunct a person from protecting the story unless the performance was absolutely similar.

We, however, do not think that Mr. Griffith or you need be alarmed about this part of the matter. We will assist you all we can with regard to the protecting Mr. Griffith's photographic version from being pirated.

Mr. Macaskie in following up the matter, will endeavour to find out from Messrs. French, who have the rights, whether it is possible to do a deal.

I note that Mr. Griffith is making a Screen production

Albert H. T. Banzhaf Esq., 29. 7. 21.

of the "Two Orphans", and therefore I suppose that Mr. Macaskie will find that a bigger price will be asked for Mr. Griffith than an ordinary. personage.

I note that Messrs. French talk of £250 for the French Rights alone. I do not know whether Messrs. French, who are the a most reputable firm, will be able to assist Mr. Macaskie with regard to general European rights.

With me, dear Sir,

Ypurs faithfully,

W. Lindsay

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

July 29,1921

Bill # 149.

Allied Artists Corp.
86 Wardour St.
London,England.

Dr. to

D.W.GRIFFITH INC.

For Stage Equipment for "Way Down East" at Empire Theatre, London,itemized as follows:

1 picture sheet and frame
1 set of draw curtains
1 black ckye and 3 black borders
1 Ground cloth
1 set of Xray borders and lamps
1 dimmer box for xray borders
1 switchboard and 1 set of signal boxes
2 wind machines
2 rain effect machines
1 rumble box
1 ice crash machine

TOTAL COST----------	$5700.00	
Less 20%	1140.00	
	4560.00	
Less	1200.00	$4560.00
Less	2760.00	3960.00
Balance due		$600.00

Rec- 1921

cancelled, ~~Returned~~ file in ~~outstanding~~ Equipment.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FRANCHISE TAX ON BUSINESS CORPORATIONS

Every corporation incorporated prior to July 1, 1921, must make this report.

To STATE TAX DEPARTMENT, ALBANY, N. Y.

This report is DUE JULY 1, 1921, if the corporation made a report of net earnings to the United States Treasury Department before June 1, 1921, or if the corporation completed no fiscal year prior to July 1, 1921.

The report must cover the conditions and the entire net income for the corporation's last fiscal year ending on or before June 30, 1921.

Corporations filing reports with the United States Treasury Department after June 1, 1921, for a fiscal year ending before July 1, 1921, must file this report within thirty days after such filing.

Name of corporation David W Griffith Corp.
(Exact corporate title)

Mail address 130 W 42nd City of NY

I make the following report of such company for the year ending DECEMBER 31, 1920, or the fiscal year ending ....., pursuant to Article 9-A of the Tax Law.
(Date inserted above must be the same as given in answer to (8) below)

(1) Organized Dec 31st, 1913 under the Laws of .....

(2) Began business in New York Dec 31st, 1913

(3) If not incorporated under the laws of New York, has it been legally authorized to do business in New York State? .....

(4) Authorized capital stock, $ 10,000.00 (5) Amount of average indebtedness for year, $ .....

(6) Issued capital stock, June 30, 1921, 100 Shares common stock, par value $ 100.00

none Shares preferred stock, par value $ .....

none Shares without par value, amount paid in $ .....

(7) Has your fiscal year been changed since July 1, 1919? no

(8) ENTIRE NET INCOME FOR THE YEAR ENDING DECEMBER 31, 1920, or the FISCAL YEAR (PERIOD) COMMENCING none AND ENDING ....., as shown by its report to the UNITED STATES TREASURY DEPARTMENT without deduction for excess profit, normal income tax or the $2,000 allowed by the Federal Government as an exemption, $ none

(Note: The above answer must be based on the last report filed with the Federal Government for a period ending between July 1, 1920, and June 30, 1921, inclusive.)

(9) Dividends received from domestic corporations not personal service corporations, and dividends upon stock of foreign corporations taxable by the United States upon any portion of their net incomes, not included in (8) $ none

(10) State amount of interest received, if organized under the laws of New York, from Federal or other obligations included in item (8) $ none and also state amount not included in (8) $ none

(10-a) State amount of interest received, if not organized under the laws of New York, from Federal or other obligations included in item (8) $ ..... (Sub. 1), and also state amount not included in item (8) $ ..... (Sub. 2)

(10-b) State the amount of interest included in (10-a) received from such obligations held in New York, as regards (sub. 1) $ none and (sub. 2) $ .....

(11) State amount, if any, allowed by the Federal Government for losses sustained in prior years $ .....

(11-a) State the amount of net income deducted for loss in prior years in arriving at item (8) $ .....

(12) If the entire net income as first returned was changed by the Federal Government, state the amount of such entire net income as finally determined for the year ending ..... 1916, $ ..... ; ..... 1917, $ ..... ; ..... 1918, $ ..... ; ..... 1919, $ .....
(If no change made insert the word "None")

(13) If a corporation is not organized under the laws of any state within the United States it should return its entire net income, wherever earned, $ .....

(14) If the amount reported is inaccurate, state the amount claimed to be correct, $ .....

(15) Nature of business and how transacted holds title to two motion picture negatives from which no income has been received during fiscal year

(16) Place, street and number where business is conducted 130 West 42nd City of NY

(17) State the city or town, street number and state where the company maintained any permanent store, warehouse, factory or other place of continuous business outside the State of New York during the year none

(18) Any corporation taxable hereunder, except one having stock without par value, may omit from this report the segregation of assets on page 2 *only* by signing the following consent:

I AM AUTHORIZED by the Board of Directors of this corporation to consent and I do hereby consent that said corporation be taxed upon its entire net income at 4½ per cent or upon its entire issued capital stock at one mill on the dollar, as provided by law.

Do not sign consent unless taxable by the State of New York on entire income or entire issued capital stock.

.....
.....
(Official title)

(19) Does this corporation own a majority of the stock of another or other corporations? no

If so, give name of each and amount held .....

(20) Is a majority of the stock of this corporation owned by another corporation? ..... If so, by what other? .....

(21) Did this corporation file a consolidated report with the United States Treasury Department? no

(21-a) If so state amount of consolidated net income $ .....

THIS REPORT MUST BE VERIFIED ON PAGE FOUR

ALL QUESTIONS ON THIS PAGE MUST BE ANSWERED

MUST BE ANSWERED

(22) Were its income and assets included in the consolidated report of another corporation?.....

If so, name of corporation reporting the consolidated net income.....,

and amount of net income so reported $.....

(23) Give the names and net income or loss attributable to each corporation, including the reporting corporation, included in the consolidated report, and specify whether gain or loss..... $.....

..... $..... $.....

(24) Has this corporation since January 1, 1917, either directly or indirectly, acquired by merger, consolidation or purchase, the major part of the assets or the franchise of any other corporation or corporations? no

If so, give name of each corporation and date of acquisition.....

SEGREGATION OF ASSETS

Note: This segregation must be made unless the consent under Paragraph 18, Page 1, has been signed.

TOTAL SEGREGATED ASSETS WHEREVER LOCATED

(a) Average total monthly value for the fiscal or calendar year of bills and accounts receivable arising from personal property sold by the corporation from merchandise manufactured by it within and without this state	$
(b) Average total monthly value for the fiscal or calendar year of bills and accounts receivable arising from the purchase, or sale of, or trading in, personal property, or from services performed by the corporation, its officers or agents, excluding those arising in any way from advances or loans	$
‡Average monthly value of all its real property wherever located (actual value)	$
‡Average monthly value of all its tangible personal property wherever located (actual value)	$
§Average total *actual* value of shares of stocks of other corporations owned by this corporation	$
Total	$

None

ASSETS SEGREGATED TO NEW YORK STATE ONLY

(a) Average monthly value of bills and accounts receivable arising from personal property sold by the corporation from merchandise manufactured by it within this state	$
(b) Average monthly value of bills and accounts receivable arising from personal property owned by the corporation and not manufactured by it within this state but sold by it or its agents and located within the state at the time of the receipt of the order	$
(c) Average monthly value of bills and accounts receivable arising from the purchase or sale of, or trading in, goods, wares or merchandise not located at any place at which the corporation conducted a permanent or continuous business without the state and where the bills and accounts receivable arose from orders received or accepted by any officer or agent, or at any place of business, in this state	$
(d) Average monthly value of bills and accounts receivable arising from services performed by any officer, agent or representative of the corporation connected with, sent from, or reporting, either directly or indirectly, to any officer located in this state or at any office located, owned, rented or occupied in this state	$
‡Average monthly value of its real property within this State as detailed in this report (actual value)	$
‡Average monthly value of its tangible personal property in New York State as detailed in this report (actual value)	$
§Average total *actual* value of shares of stocks of other corporations owned by it and allocated to this State by rule below	$
Total	$

‡ Real property and tangible personal property shall be taken at its actual value where located.

§ The value of shares of stock of another corporation owned by a corporation liable hereunder shall for purposes of allocation of assets be apportioned in and out of the State in accordance with the value of the physical property in and out of the State representing such share stock.

Note.— If the amount of the annual net income of any corporation taxable under this article as returned to the United States treasury department is changed or corrected by a commissioner of internal revenue or other officer of the United States, such corporation, within ten days after receipt of such notification of change or correction, shall make return under oath or affirmation to the Tax Commission of such changed or corrected net income upon which the tax is required to be paid to the United States.

NOTE CAREFULLY:

The segregation below need not be made by any corporation.

1. Whose entire assets or business are in New York State.
2. Consenting under paragraph (18) of this blank

But must be made by all corporations having stock without par value.

SEGREGATION FOR ONE MILL TAX ONLY

ASSETS IN NEW YORK STATE

(a) Average monthly bank and cash balance during the year.....$.....

(b) Average value of bills and accounts receivable during the year.....$.....

(c) Average value of bonds, loans on call and other financial securities held, used or employed in New York during the year (not including shares of stock)....$.....

Don't Fill

R. E.....$.....

P. P.....$.....

S.....$.....

Total of above.....$.....

ASSETS OUTSIDE NEW YORK STATE

(a) Average monthly bank and cash balance during the year.....$.....

(b) Average value of bills and accounts receivable during the year.....$.....

(c) Average value of bonds, loans on call and other financial securities held, used or employed outside the State of New York during the year (not including shares of stock).....$.....

R. E.....$.....

P. P.....$.....

S.....$.....

Total of above.....$.....

Total of New York.....$.....

Grand total.....$.....

Average price at which this corporation's stocks sold during the year

	High	Low
Common		
Preferred		
No par		

DISTRIBUTION SCHEDULE (Must be completed)

If the company's entire real and tangible personal property in this State is in one city, or in one town outside a city or incorporated village, the schedules below need not be made, but the name of the city or town, and of the county where located must be entered in panel.

City or town.....
Incorporated village.....
County.....

If the company has real or tangible personal property in an incorporated village (or villages) in this State the name of such village and the town and county where such village is located must be entered below, together with the value of such property.

Incorporated village of	In the town of	County of	Personal	Real
			$	$

(If more space is needed add a paster)

The values of real and tangible personal property in villages must be distributed to the proper TOWNS in the table below. Do not confuse the political subdivisions "incorporated village" and "town." Names of hamlets or postoffices other than incorporated villages are *not* wanted.

Schedule of Real and *Tangible* Personal Property in New York State by Cities and Towns		Personal, actual value		Real estate, actual value		Real estate, assessed value	
City of.....	County of.....	$.....		$.....		$.....	
City of.....	County of.....	$.....		$.....		$.....	
City of.....	County of.....	$.....		$.....		$.....	
City of.....	County of.....	$.....		$.....		$.....	
Town of.....	County of.....	$.....		$.....		$.....	
Town of.....	County of.....						
Town of.....	County of.....						
Town of.....	County of.....						
Town of.....	County of.....						
Town of.....	County of.....						

(If more space is needed add a paster)

PENALTIES

Any OFFICER making a fraudulent report becomes personally liable to a FINE OF $1,000.

The Law provides a PENALTY of not more than $5,000 for neglect or refusal to file this report.

FOR FAILING, THROUGH NEGLIGENCE, TO PAY TAX WHEN DUE:
Ten per cent of the tax due and unpaid plus interest at the rate of 1 per cent per month during the period in which it remains unpaid.

INFORMATION

The word "average" wherever it appears in this report has its plain, ordinary significance; neither the highest amount nor the lowest, but the mean.

In making report every space must be used except where the blank states that the spaces are not to be filled. Wherever no figures are to be inserted the word "none" should be inserted.

If there is **no net income** to be returned in answer to paragraph (8) "insert the word deficit" and state the amount thereof.

ALL CORPORATIONS MUST MAKE THIS REPORT EXCEPT THE FOLLOWING:

(1) Real estate corporations wholly engaged in the purchase and sale of and holding title to real estate for themselves (this does not include so-called real estate companies having leasehold interests only, or real estate agents or brokers).

(2) Corporations whose sole business consists of holding stocks of other corporations for the purpose of controlling the management and affairs of such other corporations, except such as are specifically subject to report under the provisions of subdivision nine of section two hundred and eleven of the tax law.

(3) Transportation, transmission, heating, lighting and power corporations, insurance companies, banks, savings banks, trust companies and other corporations taxable under Sections 184 to 189 of the tax law inclusive.

WHEN AFFIDAVIT SHOULD BE FURNISHED

(1) Any corporation which prior to July 1, 1921 has not issued any capital stock and has not acquired any assets may file an affidavit on form 10 in lieu of this report.

(2) Any corporation which has disposed of all its assets and actually abandoned its charter must file an affidavit on form 30.

These affidavits will be supplied upon request. Simply to write "out of business," "never began business," "dead," et cetera, is not a sufficient compliance to relieve from the penal provisions of the statute.

SPECIAL INSTRUCTIONS TO NEW CORPORATIONS

Corporations incorporated prior to July 1, 1921, which do not file an income tax report with the Federal Government for a period ending prior to July 1, 1921, must make this report showing status of company as of June 30, 1921. Items 8 to 12 inclusive may be answered by the words "No report made to Federal Government" and other questions should be answered in accordance with instructions on this blank.

THIS TAX IS DUE AND PAYABLE ON OR BEFORE JANUARY 1, 1922 OR WITHIN 30 DAYS OF BILLING DATE IF BILLED AFTER DECEMBER 3, 1921.

DO *NOT* FORWARD CHECK UNTIL BILL IS RECEIVED.

AFFIDAVIT OF PRESIDENT, VICE-PRESIDENT, SECRETARY OR TREASURER

STATE OF NEW YORK,
County of NY } ss.:

On this 29th day of June A. D. 1921, personally appeared before me, a Notary Public in and for the County of ....., of the above named company who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes a true statement of the annual net income of said company for the year.

Albert W Banzhaf
Treas
(Official title)

Sworn to before me the day and year aforesaid.

Gertrude Wenneen.
Notary Public

Notary Public, Kings County,
Clerk's No. 472, Register's No. 3009
Certificate filed in New York County
Clerk's No. 253, Register's No. 3009
Commission Expires March 30, 1922

NAMES AND MAIL ADDRESS OF OFFICERS

President David W. Griffith
1476 Broadway
New York City

Secretary .....

Treasurer Albert W. Banzhaf
130 West 42nd Street
N.Y.C.

FORM 3 IT

FILE WITH
STATE TAX DEPARTMENT
ALBANY, N. Y.

(21)

TAXATION OF CORPORATE FRANCHISES UNDER ARTICLE 9-a OF THE TAX LAW

DAVID W GRIFFITH CORP
130 West 42nd Street
~~XXXXXXXXXX~~

NEW YORK CITY

REPORT DUE JULY 1, 1921

Mailed June 29.

$24,000.00 July 30, 1921 19

On Demand after date we promise to pay to

the order of J. C. Epping

Twenty Four Thousand and No/100 ---------- Dollars

at Central Union Trust Co., 42nd St. Branch, New York City.

Value received with interest at ____ per cent per annum.

D. W. GRIFFITH INC.

No. ____ Due On Demand

D. W. Griffith
President

Sep 38,000.00

Nov. 10,000.00

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

July 30th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		36598		
Greatest Question		40		
Fall Of Babylon		32		
Warner Brothers		271		
Picture U-3			24668	30754

Positive Stock Used

Eastman	53421
Belgian	8188
	61609

Negative Stock used

Eastman 30754

Received from D. W.G.,Inc., the following checks all on the First National Bank of Mamaroneck, New York, payable to G. W. Bitzer as follows:

#9665	August	14th, 1920.	$100.00
#9664	August	14th, 1920.	250.00
#9389	August	7th, 1920.	100.00
#9388	August	7th, 1920.	250.00
#4287	March	20th, 1920.	100.00
#4286	March	20th, 1920.	250.00
#9952	August	21st, 1920.	100.00
#9951	August	21st, 1920.	250.00
#16988	July	2nd, 1921.	125.00
#16786	June	25th, 1921.	125.00
#16590	June	18th, 1921.	125.00
#16341	June	11th, 1921.	125.00
#16179	June	4th, 1921 .	125.00
#16034	May	28th, 1921.	125.00
#15903	May	21st, 1921.	125.00
#15782	May	14th, 1921.	125.00
#15659	May	7th, 1921.	125.00
#15524	April	30th, 1921.	125.00
#15399	April	23rd, 1921.	125.00
#15271	April	16th, 1921.	125.00
#15143	April	9th, 1921.	125.00
#15010	April	2nd, 1921.	125.00
#15877	March	26th, 1921.	125.00
#14747	March	1st, 1921.	125.00
#14614	March	12th, 1921.	125.00
#18413	August	13th, 1921.	125.00
#17452	July	16th,1921.	125.00
#17675	July	23rd, 1921.	125.00
#18177	August	6th, 1921.	125.00
#17933	July	30th, 1921.	125.00

D. W. G.Corporation, #77, Jersey City,New Jersey, October 13th, 1917, paid to the order of G. W.Bitzer $250. at Commercial Trust Company, Jersey City, New Jersey.

D. W.G.Corporation, #21, Jersey City, New Jersey, June 23rd, 1917, paid to the order of G. W.Bitzer $250. at Commercial Trust Company,Jersey City,New Jersey.

Alexsidney Rosenthal
1540 Broadway
New York.

These are to be returned immediately upon request

7/21 (n.d.)

1919 Tamarind Ave.
Hollywood
Calif.

Miss Agnes Weiner,
New York, N. Y.

My dear Miss Weiner,

I want to thank you sincerely for sending me that beautiful letter Mrs. Stella G. S. Perry wrote concerning our beloved Bobbie. It surely was

as I have ten thousand (10,000) pictures on hand that were just completed when our dear Bobbie was taken; and I would like to send them to his admirers. I would appreciate this beyond expression if you could conveniently find time to accomplish this for me.

Sincerely,

(Mrs) Ann Harron.

very kind and thoughtful of you to send it, I would like very much to have a copy of the reply that Mr. Griffith sent if that is possible, as I would like to put them side by side in my book of memories.

I want to ask you if you would please forward any mail that comes to the studio for dear Bobbie,

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

August 1, 1921.

Mr. A. H. T. Banzhaf,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:

Mr. Griffith requested me to forward you the enclosed circular in which Mr. Neville represents himself as being connected with the Griffith Motion Picture Corporation.

Mr. Griffith wishes you to take steps immediately to have this eliminated.

With best wishes,

Very truly yours,

J. C. Epping Treas.

D. W. Griffith, Inc.

JCE¾CC

Mamaroneck N. Y. August 1, 1921

Western Union Night letter to

Mr. Frank E. Woods,

Famous Players Lasky Studios

Hollywood, Calif.

Have heard ~~Mrx~~ Wells Hastings is considered for a position on your staff/ I consider Mr. Hastings a rare combination of charming gentleman and a man of brains. Am sure you will be pleased to have his associated with you. Kindest personal regards.

D. W. Griffith

Charge D. W. Griffith, Inc.

GMH

GUEDALLA, JACOBSON & SPYER.
SOLICITORS.

GUEDALLA & JACOBSON.
F. M. GUEDALLA.
E. N. J. JACOBSON, C.B.E.

SPYER & SONS.
E. S. SPYER.
S. S. MACASKIE.

TELEGRAMS: GUEDALLA, STOCK, LONDON.
TELEPHONES: 6548, 6549, 6550, 6551 LONDON WALL.

WINCHESTER HOUSE,
OLD BROAD STREET,
LONDON, E.C.2.

2nd August 1921.

Albert H. T. Banzhaf Esq.,
Messrs. Banzhaf & Pembleton,
130, West 42nd Street,
New York, U.S.A.

Dear Mr. Banzhaf,

D. W. Griffith.
Tax Matters.

In reference to my letter of the 29th ultimo, (indeed, I am dictating this the same day before I am leaving for my vacation) I wish you would have a look at a letter which I wrote to Mr. Dennis O'Brien on the 7th June, in which I refer to previous letters which I had written to him.

Mr. Powers and Mr. Berman came to see me on the 22nd inst. Mr. Powers was very concerned about taking appropriate steps for protecting "Way Down East", and I came to the conclusion that it would not do to publish the scenario. I have already written you on this subject in my letter of the 29th ultimo.

If Mr. Griffith will take the trouble to send over his scenario for publication and to be dealt with in this country simultaneously with his registration of same at Washington, ~~it~~ he would be ~~well~~ able to protect himself by the International arrangements, but not otherwise.

However, I have no fear that we are going to have any trouble in copyright matters concerning "Way Down East".

Albert H. T. Banzhaf Esq., 2. 8. 21.

I do not think there is any need for me to repeat all I have written to Mr. Dennis O'Brien on the subject of Income Tax, but I do wish to point out to you that at the present moment, the Allied Artists have no Licence from Mr. Griffith. I am perfectly satisfied that everything is in order as between Mr. Griffith and Mr. Abrams, but it would be very desirable that they do have a Licence.

Naturally, I recommend the form of Licence which I so elaborately drew up many months ago, and sent over for Mr. Dennis O'Brien's consideration, but I should be very flattered, and indeed, very much assisted, if I could have the comments of such distinguished lawyers as Mr. Dennis O'Brien, Mr. Malevinsky, yourself, and Mr. Burkan with regard to the general form of the Licence. It is a long document but well worth the consideration.

I fear at present that as Income Tax matters get more and more straight, Mr. Griffith will find himself in for a very big fight with our Authorities, but it is such a simple matter for him to do what is right and proper to prevent himself from being doubly taxed in two countries.

I assume, of course, he has to pay very big Income Tax in the States, and there would be no objection to his arranging for selling an American Commodity to a representative of an English Company in the States.

If that be the transaction, and carried out in some such way as I have suggested, he will not expose himself to any demand for Income Tax.

Albert H. T. Banzhaf Esq., 2. 8. 21.

On the other hand, if the Allied Artists proceed to collect monies, and Mr. Griffith claims to receive them, it will be very difficult for us to say they are in the nature of Capital payments as opposed to royalty or revenue payments. That is the situation which has to be faced.

I have written at such length to Mr. Dennis O'Brien (and I have doubt he has communicated the contents of my letter to you) that I do not think it is necessary for me to repeat what I have said.

My own view is that it would be best if the United Artists Corporation were licenced by the Big Four in all matters, and that the United Artists should then sub-licence the Allied Artists.

It is thus quite a simple matter for Mr. Berman to send weekly accounts to his Chairman Mr. Abrams. He sends them to Mr. Hiram Abrams as Chairman of the Allied Artists who can circulate the necessary information to the parties concerned.

On the other hand, if the process is to be conducted that the licence is to come in each case individually for each film from each of the Big Four, there will have to be arrangements for sending direct to the New York representative of the Big Four, the necessary accounts, and to keep the accounts for each film in an extra sense, absolutely distinct.

Of course, the accounts for each film are distinct, but it is a different matter when one has the to write A B C & D when one is cabling or writing to the United Artists and probably

Albert H. T. Bahshaf Esq., 2. 8. 21.

brings their credits and debits into some monthly account with a separate explanatory statement.

However, whatever is suggested to us, I am sure that we will follow out. It is absolutely necessary that there should be no exercise and control from New York. The Allied Artists must be independent of itself, but if it behaves sensibly, every practical suggestion that is sent over will be properly and promptly carried out.

Anyhow, I beg of you to give attention to this matter, and it may be worth while taking it up with Mr. Burkan, because I feel sure at some date Mr. Chaplin's films also must be considered.

Believe me,

Yours sincerely,

M Conroll

This contract expired in Aug. 1977. Was not renewed
State of Arkansas sold to
R. O'Donnell. Balance
of territory retained by
Peacock for time being

THIS AGREEMENT, entered into this 2nd day of August, 1921, by and between WARK PRODUCING CORP. of New York City, hereinafter called party of the first part; and PEACOCK PRODUCTIONS, INC., of Kansas City, Mo., hereinafter called party of the second part, WITNESSETH, that

WHEREAS, party of the first part grants the privilege to the said, PEACOCK PRODUCTIONS, INC., the right to exhibit "The Fall Of Babylon" and "The Mother and the Law" in the States of Missouri, Arkansas and Kansas, for one year.

In consideration therefor, said party of the second part agrees to and shall pay to the party of the first part a sum of money equal to sixty-five per cent of the gross receipts received by it in the exhibition and display of said pictures, payable and to be paid party of the first part, monthy during the life of this contract or lease agreement; party of the second part also agrees to render to party of the first part a statement of the receipts and of the future bookings for the exhibit of said pictures, monthly, and deliver same to party of the first part at the same time, monthly remittances are made as herein provided.

It is further agreed that the party of the first part is to and shall furnish party of the second part with 3 new film prints of each of the above productions without cost, but the party of the second part shall pay and hereby agrees to pay said party of the first part market price of paper and accessories, plus reasonable amount for handling. Party of the second part agrees to take good and careful care of the film pictures furnished by the party of the first part, and agrees that it will not exhibit or permit same to be exhibited or shown outside of the above named states. If the party of the

second part should exhibit or permit such films to be exhibited outside of the above states mentioned, without permission from the party of the first part, then this contract shall become null and void and at an end. Party of the second part agrees to return to party of the first part, upon the expiration of this contract or agreement, the films so furnished it by party of first part and return such films in as good a condition as when it receives same, except for general ware and tear, and if not so returned in such condition, party of second part shall pay party of first part the reasonable value thereof.

It is further provided that if default is made in the payments herein provided to be made to party of first part, then this contract and agreement may at the option of the party of the first part be declared at an end and no force and effect.

IN WITNESS WHEREOF, the party of the first part has hereunto affixed his hand and seal and the party of the second part its hand with corporate seal hereto attached, the day and year first above witten.

Wittnesses:

Nat'l Producers Corp.
E. V. Moore

PEACOCK PRODUCTIONS, Inc.

By M R Fink

(seal) Pres. & Gen Mgr.

August 2nd 1921.

Mr. M.R. Bloomer, President,
Empire Kentucky Oil Co.,
39 Cortlandt Street,
New York City.

Dear Sir:

I have in my possession one of your circulars entitled "An Oil Security Evolved upon Conservative and Safe Lines with every promise of High Prospective Earnings", which is being apparently circularized by your Company. On one page of this circular under the heading of offices and directors, you state as follows: "GEORGE NEVILLE---Vice President
"Connected with Griffith Motion Picture Corp. N.Y.C."

As attorney for Mr. Griffith and also for D.W.Griffith Incorporated, I wish to call your attention to the fact that Mr. Neville is not connected with the Griffith Motion Picture Company, and although he was so employed by them as an actor he is, or never was in the sense connected with the Corporation in its business activities. Mr. Neville did appear as an actor in the motion picture "WAY DOWN EAST" and also "DREAM STREET", but he is not now employed by the Corporation, and I therefore respectfully request that you immediately eliminate from said circular the following matter:

"Connected with Griffith Motion Picture Corporation N.Y.C."

as this is not the fact.

If this is not done immediately I will take such steps to have the same stopped as may be deemed advisable.

Kindly let me hear from you at once relative to your decision in this matter.

Very truly yours,

AHTB/GD

August 2nd 1921.

Mr. George Neville, Vice Pres.,
Empire Kentucky Oil Company,
39 Cortlandt Street,
New York City.

Dear Sir:

I am enclosing herewith copy of letter I have this day forwarded to Mr. M.B. Blhomer, President of the Empire Kentucky Oil Company, which letter speaks for itself.

I regret that you have permitted yourself to be advertised as being "Connected with Griffith Motion Picture Corporation New York City" without first obtaining the consent of the Corporation so to do. This statement is not in accordance with the facts and I trust that you will take immediate steps to have said statements stricken from all circulars in your possession, otherwise I shall be compelled to take such steps necessary to accomplish this purpose as may be deemed advisable.

Very truly yours,

AHTB.GD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TEL. 9249 RECTOR

EMPIRE KENTUCKY OIL CO.

INCORPORATED

OFFICERS:
M. B. BLOOMER, PRES.
GEO. NEVILLE, VICE PRES.
T. F. BONNEAU, SEC. & TREAS.

39 CORTLANDT STREET

NEW YORK

OIL LANDS
WAYNE COUNTY.
KY.

Aug. 3rd, 1921.

Messrs. Banzhaf & Pembleton,
130 West 42nd Street,
New York City.

Attention of
Mr. Albert H. T. Banzhaf.

Gentlemen:

I am just in receipt of your letter of the 2nd in which you refer to our circular sent out by the Empire Kentucky Oil Company, and that we use the name of George Neville, as being connected with the Griffith Motion Picture Corporation.

The writer wishes to emphatically state that Mr. Neville was introduced to him by a friend, and Mr. Neville stated he was connected with the Griffith Motion Picture Corporation. Neither the writer nor the other officers of the Corporation had any reasons to question his verisity, therefore we are perfectly innocent, as you will see in connecting him with the above named Corporation.

We can only thank you for giving us the information that you have and will immediately take steps to eliminate not only the Griffith Motion Picture Corporation from our circular, but Mr. Neville's name also, as it is not necessary to require any corporation's name to assist the Empire Kentucky Oil Company, for those connected with the concern are fully capable personally and besides our company is not one of the usual "Wild-Cat" oil schemes that you refer to with sarcasm in the first paragraph of your letter.

We are having a rubber stamp made today and will immediately strike out the Griffith Motion Picture Corporation and see that all others that are distributed hereafter will be marked out in the same manner, but naturally it is impossible for us to recall or get ahold of the few that have gone out as the company has never circularized as other concerns have done, and the few that have been handed out, have been done so through friends.

Yours truly,

M. B. Bloomer

MBB:S

Mamaroneck, N. Y.
August 3, 1921.

Mr. A. J. Dalton,
President Main Island Creek Coal Co.,
Huntington, W. Va.

My dear Mr. Dalton:--

Mr. Morganthaler has told me of his conferences with you regarding membership on the Board of Directors of the Producers' Finance Corporation.

We are very anxious to get strong men associated with this enterprise from two or three of the outlying states, and from what Mr. Morganthaler tells me, you would bring to our corporation the strength and prestige we desire.

I feel certain that the enterprise is going to be very successful. Motion picture producers have been paying very high rates for money on the assumption that the business involved a large risk. As a matter of fact, a good motion picture negative is a very liquid asset, and especially will this be true after we have subjected it in advance to the scrutiny of trained motion picture experts. I feel confident that this proposition affords an opportunity to participate in the large returns the motion picture industry offers, with a high degree of safety.

Of course the success of any enterprise of this character depends upon the business judgment of the men behind it and your record of successful achievement certainly justifies our hope that you would bring us strength in this direction.

Very sincerely yours,

DWG-W

August 3rd 1921.

Mr. M.E. Prager, Treasurer,
United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Prager:

I am returning you herewith note for $112,000. under date of July 27th 1921 payable on November 1st 1921 to the order of D.W.Griffith Incorporated which you delivered to me pursuant to your letter under date of July 27th 1921, and which I am returning to you for the reason that I was unable to have the same discounted. This note has been cancelled and therefore the payments of $12,000. a week will be paid as usual directly to D.W.Griffith Incorporated, until the balance of $100,000. now due is fully liquidated.

Very truly yours,

AH TB/GD

Griffith Misc.

AUGUST 4th 1921.

Mr. David W. Griffith,

Mamaroneck, New York.

Dear Mr. Griffith:

I am enclosing herewith copies of letters which I wrote in the George Neville advertising matter, together with reply from M.B.Bloomer, President of the Empire Kentucky Oil Company, which closes up this matter.

Very truly yours,

GD

New York,

August 4, 1921.

United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Sir:-

This is to authorize you to deliver four notes to Mr. J. C. Epping; 3 notes each for $30,000 and one for $10,000, total $100,000. Said notes are in liquidation of an equal amount of total weekly payments to D. W. Griffith, Inc., on account of "DREAM STREET", as per our letter to you of July 26th, 1921.

Yours very truly,

D. W. GRIFFITH, INC.,

_____
Secretary.

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 498 MAIN ST. - NEW ROCHELLE, N. Y.

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HD LOSANGELES CALIF AUG 5-6 1921

TELEPHONE No. 1190
TELEPHONED TO FMK
TIME 1 42
BY 57 TO BE

D W GRIFFITH

MAMARONECK NY

DEAR MR GRIFFITH EPPING HAS NOT FORWARDED CHECKS FOR WEEKS ENDING JULY SIXTEENTH TWENTY THIRD OR THIRTIETH AS I GAVE UP YEARS CONTRACT TO GO WITH YOU AND CONSIDERING SLUMP IN PRODUCTION WITH CUT IN SALARIES YOU MUST REALIZE MADE VERY POOR SETTLEMENT I FEEL THE LEAST YOU CAN DO IS SEE THAT MY CHECKS ARE FORWARDED TO ME PROMPTLY

VICTOR HEERMAN

721A

Ay - paper not in
Wc 9a

EDWARDS, MURPHY & MINTON
ATTORNEYS AT LAW

W. H. L. EDWARDS
DEACON MURPHY
JOHN Mc KIM MINTON, JR.
CHARLES CAMPBELL, JR.

JOSEPH F. CURREN

26 LIBERTY ST., NEW YORK
TELEPHONE JOHN 1500

1 RUE DES ITALIENS, PARIS

CABLE ADDRESS { "PHYNOT," NEW YORK
"CAMPBELLAC," PARIS

August 5, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Re: G. Schirmer, Inc. et al. vs. Griffith, Inc.

My dear Mr. Banzhaf:

I have been delayed in taking up this matter further with you by reason of the necessity of getting a proposition which was approved by Carl Fischer, Ross Jungnickel, Sam Fox Publishing Company and G. Schirmer, Inc., or their representatives, before final submission to you. This preliminary step has now been completed and I am ready to take up with you at your convenience during the week beginning August 8th this proposition which I am now authorized to make.

Of the publishers named I represent all but Carl Fischer, who is represented by Messrs. Stroock & Stroock of 141 Broadway, but we are acting together in the matter, and the proposition which I desire to submit to you on behalf of my clients has the approval of all four of the publishers named.

Awaiting an early reply from you, I remain

Very truly yours,

WHL Edwards

WE:LF

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, August 5, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
C/o Mr. J. C. Epping,
Orienta Point, Mamaroneck, N. Y.

Dear Sir:

We confirm having received check today from the United Artists Corporation for $63.00 in Canadian funds, which amount, less discount of $7.09, leaves a balance of $55.91.

This balance together with checks drawn on New York for $1,400.00 and $284.62, makes a total of $1,740.53 which has been applied in reduction of your loan to $92,946.89.

US - 209347.76
CAN - 284.62
Cuba - 1242073
222053.11

315,000.00
222053.11
$92,946.89

Yours very truly,

Assistant Treasurer.

66-167-1

ZIMMERMAN LITH. CIN. O.

THE HUCKINS HOTEL
OKLAHOMA CITY
JOS. HUCKINS, JR.
MANAGER

HUCKINS HOTELS

HUCKINS BROS. MGRS.

FT. WORTH, TEXAS "THE WESTBROOK" 300 ROOMS
TEXARKANA, ARK. "THE HUCKINS" 150 ROOMS
WICHITA FALLS, TEXAS "THE KEMP" 250 ROOMS
OKLAHOMA CITY, OKLA "THE HUCKINS" 450 ROOMS

WRITTEN AT OKLAHOMA CITY, OKLA.

Aug 6 - 1921

Dear Mr Green

Enclosed please find Contract for the Peacock Co. Kansas, Missouri and Arkansas. Terms 65/35%. This is 5% better than the Harvey Co. for Texas. The Peacock Co held out for for Harvey's terms, but I would not give in.

They employ several road salesmen and showed me their books and from it cost them 79% to operate last season. They certainly do operate their business

ZIMMERMAN LITH. CO. K.C.

THE HUCKINS HOTEL
OKLAHOMA CITY
J. S. HUCKINS, Jr.
MANAGER

HUCKINS HOTELS

HUCKINS BROS. MGRS.

FT. WORTH, TEXAS "THE WESTBROOK" 300 ROOMS
TEXARKANA, ARK. "THE HUCKINS" 150 ROOMS
WICHITA FALLS, TEXAS "THE KEMP" 250 ROOMS
OKLAHOMA CITY, OKLA "THE HUCKINS" 450 ROOMS

WRITTEN AT OKLAHOMA CITY, OKLA.

on business principles. The Oklahoma people are holding me up on a negotiable note unless I get this the deal is off. I wired Miss Conway to wire me this week salary. Harvey killed all ~~xxx~~ Griffith & Keyes here It is necessary to telegraph the bank, something I did not care to do. The temperature here is 105° day one cannot rest night or day. There not much about Texas. If I am not successful here, I shall render an expense account from Kansas City to Oklahoma I sincerely

ZIMMERMAN LITH. CHI. O.

THE HUCKINS HOTEL
OKLAHOMA CITY
JOS. HUCKINS, Jr.
MANAGER

HUCKINS HOTELS

HUCKINS BROS. MGRS.

FT. WORTH, TEXAS "THE WESTBROOK" 300 ROOMS
TEXARKANA, ARK. "THE HUCKINS" 150 ROOMS
WICHITA FALLS, TEXAS "THE KEMP" 250 ROOMS
OKLAHOMA CITY, OKLA "THE HUCKINS" 450 ROOMS

WRITTEN AT OKLAHOMA CITY, OKLA.

trust everything will turn out all right. With very kindest wishes, I am

Yours, very truly
Edward T. Moore

$14,000.00 August 6, 1921 19

On Demand after date We promise to pay to

the order of J. C. Epping

Fourteen Thousand and No/100 ---------- Dollars

at Central Union Trust Co., 42nd St. Branch, New York City.

Value received with interest at ____ per cent per annum.

D. W. GRIFFITH INC.

No. ____ Due ____

D. W. Griffith
President

TELEPHONES MAMARONECK 1190 1191 1192 1193 1194 1195

D. W. GRIFFITH STUDIO

ORIENTA POINT

MAMARONECK, N. Y.

August 6, 1921

Report of laboratory work done
during week.

	Tests	Releases	Samples	Negatives
Way Down East		3658		
Broken Blossoms		5762		
Warner Brothers		117		
Picture U-3			27143	18171
" U-2 (title)			50	16
" C-13			50	50
Machine Tests	90			
	90	9537	27193	18267

Positive stock used

Eastman	32661
Belgian	1961
Agfa	2198
	36820

Negative stock used

Eastman	17288
Agfa	979
	18267

August 6th 1921.

Mr. Nathan Burkan,
1451 Broadway,
New York City.

Dear Mr. Burkan:

I am enclosing herewith copy of agreement under date of the 6th day of April 1921 between the American Society of Composers, Authors and Publishers and D.W.Griffith, Incorporated relative to a license to publicly perform musical numbers in the repertory of the Society in conjunction with the exhibitions of the photoplay entitled "WAY DOWN EAST" for one year commencing April 4th 1921.

Under the terms of Paragraph third, this license is personal to the Griffith Company and not transferable and I would appreciate your advising me whether or not the fact that the Griffith Company in releasing the picture through the United Artists Program can send such music to the motion picture house exhibitor for public performance in connection with the exhibition thereof. As you know, we have arranged to release "WAY DOWN EAST" through the United States and your prompt reply on this subject will be greatly appreciated.

I have received a letter from Mr. Edwards relative to the "DREAM STREET" music, a copy of which letter I enclose herewith, and would appreciate your advice whether you would be able to attend such proposed conference as suggested by Mr. Edwards with me, as of course, we are anxious to have this matter disposed of at the earliest possible moment. I just received this letter from Mr. Edwards this morning and have not replied thereto and I would therefore like to see you some time Monday, August 8th, relative to your suggestions in this matter.

I am also enclosing herewith copy of letter which the Griffith organization received from the American Society relative to the performing rights of the music belonging to members of the Society in conjunction with "DREAM STREET", which expired on June 4th 1921. Will you kindly advise us what steps will be necessary to take to have this privilege extended to apply to the release of said picture in conjunction with the music through the picture houses.

Thanking you for your attention to these matters, I remain

Very truly yours,

AHTB/GD
Encs. 3

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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RECEIVED AT

39NY FV 22

NEW BEDFORD MASS 844A AUG 7 1921

1180
Mr. Becker
955A
UW.

D W GRIFFTH

GRIFFITH STUDIO ORENTO POINT MAMARONECK NY

PLEASE DO NOT LET EPPING STOP MY CHECKS IT WILL SERIOUSLY COMPLICATE MATTERS WITH ME I KNOW YOU WILL NOT DO THIS

CLIFTON

943A

ENCLOSURE
No. 340

B 756 NEWYORK 12

F M GUEDALLA LONDON

CABLE FULLY COPYRIGHT SITUATION ORPHANS ESPECIALLY ENGLAND

PEMBAN

DATED 8

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
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Night Message	Nite
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RECEIVED AT 498 MAIN ST. - NEW ROCHELLE, N. Y.

113NY FV 27 1 EXTRA

GN CINCINNATI O 106P AUG 8 1921

D W GRIFFITH

PERSONAL PRESIDENT CARE D W GRIFFITH STUDIO MAMARONECK NY

AS YOU KNOW WE SOLD CONSIDERABLE STOCK D W GRIFFITH INCORPORATED DO YOU RECOMMEND STOCKHOLDERS D W GRIFFITH PURCHASING PRODUCERS FINANCE CORPORATION STOCK WIRE REPLY COLLECT

GIBLON AND CO

255P

TELEPHONE NO. 1190

TELEPHONED TO Miss Wenn a

TIME

BY V.W. TO BE V.W.

Amended aug 8-2

WHEREAS, D.W. GRIFFITH INCORPORATED, a Corporation duly organized and existing under the laws of the State of Maryland, duly authorized to transact business in the State of New York, and having its principal office in the Village of Mamaroneck, Westchester County, New York, has from time to time borrowed from J.C. EPPING of the City, County and State of New York, sums of money amounting to the total sum - - - of One hundred twenty thousand ($~~120,000~~ 158,000.), Dollars of which Fourteen thousand ($14,000.) Dollars has been paid, leaving a balance due and owing of $~~106,000~~ 144,000-, and

WHEREAS, J.C.EPPING, is unwilling to continue such loan unless the same is secured by an assignment to him of all the undersigned's interest in and to a certain motion picture play known as "THE TWO ORPHANS" now being directed by DAVID W. GRIFFITH at the undersigned's studio, which picture is now in the process of production, and all payments due from the release or exhibition of said photoplay through the UNITED ARTISTS CORPORATION, road-shows, and/or from any and all other sources throughout the entire world.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the undersigned in consideration of the continuation of said loan of One hundred six thousand ($~~106,000~~ 144,000) Dollars, and for any and all other sums which may be from time to time loaned by said J.C. EPPING in addition thereto, as shown on the books of the undersigned Corporation, to the undersigned Corporation by the said J.C. Epping, ~~his executors~~ and the sum of One ($1.00) Dollar, lawful money of the United States, to it in hand paid before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged and of the premises herewith, has sold, assigned, transferred and

set over unto J.C.EPPING, his executors, administrators and assigns to his or their own proper use and benefit, all of the undersigned's right, title and interest in and to the United States Copyright, motion picture negative and positive prints thereof of the production known as "THE TWO ORPHANS" for the entire World and all sum or sums of money now due or to grow due to the undersigned upon contracts covering the leasing or distribution of said picture had or to be had with the UNITED ARTISTS CORPORATION for the United States and Canada and/or any other person, firm or corporation, or Countries other than the United States and Canada. This assignment is subject to the contract, if any, made by the undersigned with the UNITED ARTISTS CORPORATION for the release of such picture in the United States and Canada and the undersigned does hereby give said J.C.Epping, his executors, administrators and assigns full power and authority for his or their own use and benefit to ask, demand, collect, compound and give acquittance for the same or any part thereof and in the name of the undersigned or otherwise to prosecute and withdraw any suit or proceedings at law or in equity therefor.

The undersigned represents that it will, as Trustee of J.C.EPPING, hold the aforesaid picture negative and positive prints thereof hereinbefore described and collect and pay over forthwith and it further does hereby authorize the said UNITED ARTISTS CORPORATION, as Trustee for said J.C. EPPING, to collect any sum or sums of money due or to grow due the undersigned on account of the releasing or exhibiting of said photoplay pursuant to contracts, if any, now had or to be had with the UNITED ARTISTS CORPORATION in the United States and Canada or from any other persons, firm or Corporation relating to the receipts received from the exhibition or release of said

photoplay in the entire World, and the undersigned hereby authorizes said UNITED ARTISTS CORPORATION, or other firm or corporation, as Trustee, as aforesaid, to deliver and pay the same to J.C. EPPING until such time as the aforesaid loan is fully liquidated.

The undersigned further represents that the picture negative of the aforesaid photoplay is fully insured against loss by fire and that it will, as Trustee for said J.C. EPPING, collect and deliver to him any and all insurance money or installments for the payment of money so due.

The undersigned further represents that said motion picture negative and contracts had or to be had with the United Artists Corporation or any other person, firm or Corporation arising out of the FOREIGN rights of the exhibition or distributing of said picture and none of the payments due or to grow due thereon have heretofore been assigned and that the same are now owned by the undersigned subject to the terms of contracts, if any, had or to be had with the United Artists Corporation, of any other person, firm or corporation, free from all offsets and counterclaims.

IN WITNESS WHEREOF the undersigned has caused these presents to be signed by its duly authorized Officer by order of its Board of Directors, and the seal of said Corporation to be hereunto affixed by like order, this ~~the~~ ~~fifth~~ 6 day of ~~July~~ Aug., 1921.

D.W.GRIFFITH INCORPORATED.

By D.W. Griffith

PRESIDENT.

Attest

Sec.

Assignment
"Two Orphans"

Hunt 287 30 30 100000 —
Bouillé 265 56 30 50000 —

Two Orphans
Epping

WHEREAS, D.W.GRIFFITH INCORPORATED, a Corporation duly organized and existing under the laws of the State of Maryland, duly authorized to transact business in the State of New York, and having its principal office in the Village of Mamaroneck, Westchester County, New York, has from time to time borrowed from J.C. EPPING, of the City, County and State of New York, sums of money amounting to the total sum of One hundred fifty-eight thousand ($158,000.) Dollars of which Fourteen Thousand ($14,000.) Dollars has been paid, leaving a balance due and owing of One hundred forty-four thousand ($144,000.) Dollars, and

WHEREAS, J.C.EPPING, is unwilling to continue such loan unless the same is secured by an assignment to him of all the undersigned's interest in and to a certain motion picture play known as "THE TWO ORPHANS" now being directed by DAVID W. GRIFFITH at the undersigned's studio, which picture is now in the process of production, and all payments due from the release or exhibition of said photoplay through the UNITED ARTISTS CORPORATION, road-shows, and/or from any and all other sources throughout the entire world.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the undersigned in consideration of the continuation of said loan of One hundred forty-four thousand ($144,000.) Dollars, and for any and all other sums which may be from time to time loaned by said J.C. EPPING in addition thereto, as shown on the books of the undersigned Corporation, to the undersigned Corporation by the said J.C. EPPING and the sum of One ($1.00) Dollar, lawful money of the United States, to it in hand paid before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged and of the

premises herewith, has sold, assigned, transferred and set over unto J.C. EPPING, his executors, administrators and assigns to his or their own proper use and benefit, all of the undersigned's right, title and interest in and to the United States Copyright, motion picture negative and positive prints thereof of the production known as "THE TWO ORPHANS" for the entire World and all sum or sums of money now due or to grow due to the undersigned upon contracts covering the leasing or distribution of said picture had or to be had with the UNITED ARTISTS CORPORATION for the United States and Canada and/or any other person, firm or corporation, or Countries other than the United States and Canada. This assignment is subject to the contract, if any, made by the undersigned with the UNITED ARTISTS CORPORATION for the release of such picture in the United States and Canada and the undersigned does hereby give said J.C.EPPING, his executors, administrators and assigns full power and authority for his or their own use and benefit to ask, demand, collect, compound and give acquittance for the same or any part thereof and in the name of the undersigned or otherwise to prosecute and withdraw any suit or proceedings at law or in equity therefor.

The undersigned represents that it will, as Trustee of J.C.EPPING, hold the aforesaid picture negative and positive prints thereof hereinbefore described and it further does hereby authorize the said UNITED ARTISTS CORPORATION, as Trustee for said J.C.EPPING, to collect any sum or sums of money due or to grow due the undersigned on account of the releasing or exhibiting of said photoplay pursuant to contracts, if any, now had or to be had with the UNITED ARTISTS CORPORATION in the United States and Canada or from any other person, firm or Corporation relating to the

receipts received from the exhibition or release of said photoplay in the entire World, and the undersigned hereby authorizes said UNITED ARTISTS CORPORATION, or other firm or corporation, as Trustee, as aforesaid, to deliver and pay the same to J.C.EPPING until such time as the aforesaid loan is fully liquidated, and the undersigned further represents that in the event that it does not contract with the UNITED ARTISTS CORPORATION or other distributing agency, firm or corporation for the release of said picture, that it will, as Trustee for said J.C.EPPING, collect any sum or sums of money due or to grow due the undersigned on account of the exhibition of said photoplay through any other method than that above stated, and pay the same over forthwith to said J.C.EPPING, upon demand.

The undersigned further agrees that it will within ten (10) days after the signing of this agreement, assign and deliver to the said J.C.EPPING, life insurance policies, one issued by the Mutual Life Insurance Company, Policy #2873030 for $100,000. on the life of DAVID W. GRIFFITH, of which the undersigned is the beneficiary, and also policy issued by the Equitable Life Assurance Company, Policy #2655630, for $50,000. on the life of DAVID W. GRIFFITH, of which the undersigned is beneficiary, and further agrees to pay the premiums thereon as and when the same become due and payable.

It is further agreed by and between the parties hereto that any waiver by the said J.C.EPPING of any breach of any kind or character whatsoever by the undersigned, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this contract on the part of the undersigned.

The undersigned further represents that the picture negative of the aforesaid photoplay is fully insured against loss by fire and that it will, as Trustee for said J.C. EPPING, collect and deliver to him any and all insurance money or installments for the payment of money so due.

The undersigned further represents that said motion picture negative and contracts had or to be had with the United Artists Corporation or any other person, firm or Corporation arising out of the FOREIGN rights of the exhibition or distributing of said picture and none of the payments due or to grow due thereon have heretofore been assigned and that the same are now owned by the undersigned subject to the terms of contracts, if any, had or to be had with the United Artists Corporation, of any other person, firm or corporation, free from all offsets and counterclaims.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized officer by order of its Board of Directors, and the seal of said Corporation to be hereunto affixed by like order, this 8th day of August, 1921.

D.W.GRIFFITH INCORPORATED.

BY D.W. Griffith
President

ATTEST Albert W. Banzhaf
Secretary.

D.W.GRIFFITH INCORPORATED

to

J.C. ERING

ASSIGNMENT "TWO ORPHANS"

DATED: August 8th 1921.

At a Special Meeting of the Executive Committee of D. W. Griffith, Incorporated, held at the D. W. Griffith Studio, Mamaroneck, New York, on the 8th day of August, at 4:30 P.M., (1921).

P R E S E N T: DAVID W. GRIFFITH
J. C. EPPING
and
ALBERT H. T. BANZHAF,

constituting the entire membership of the executive committee.

Upon motion duly made, seconded and carried the reading of the Minutes of the last meeting of the Executive Committee was duly waived.

Mr. Epping reported that he had individually loaned sums of money from time to time to D. W. Griffith, Incorporated in the total sum of $158,000. upon which had been repaid the sum of $14,000. leaving a balance due and owing to him of $144,000. as appears on the books of the Corporation. He further stated that since he had no collateral security for said loan that he requested the Corporation to assign to him as collateral security an assignment of the Corporation's interest in the photoplay now being produced at the Studio known as "THE TWO ORPHANS" and that he further wished an assignment of the corporation's interest as additional security the two life insurance policies on the life of Mr. Griffith one issued by the Mutual Life Assurance Co. policy #2,873,030 for $100,000. and the other issued by the Equitable Life Assurance Society of America, policy #2,655,630 for $50,000.

After discussion and upon motion duly made, seconded and carried, Mr. Epping not voting, the following resolutions were adopted:

RESOLVED that the proper officers of this Corporation be and they hereby are authorized and directedto deliver to Mr. J. C. Epping, an assignment of all of the Corporation's right, title and interest in and to the photoplay now being produced at the Studio known as "THE TWO ORPHANS" in such form of assignment as that submitted at this meeting.

FURTHER RESOLVED that the proper officers of this Corporation be and they hereby are authorized and directed to assign to J. C. EPPING the Corporation's interest in the two life insurance policies issued in favor of the Corporation on the life of D. W. Griffith, one issued by the Mutual Life Insurance Company, Policy No. 2,873,030 for $100,000. and the other issued by the Equitable Life Insurance Society of America, Policy No. 2,655,630 for $50,000. and said officers be and hereby are directed to execute and deliver to said J. C. Epping proper agreements and assignments to effectuate said assignment; and it is

FURTHER RESOLVED, that the Secretary be and he hereby is authorized and directed to deliver certified copies of all or part of these resolutions to the aforesaid insurance companies as may be required by them to effectuate said assignments.

There being no further business before the meeting the same was adjourned.

. . . . . .

Secretary

I, ALBERT H. T. BANZHAF, do hereby certify that I am the Secretary of D. W. GRIFFITH INCORPORATED, a Maryland Corporation, and that at a Special Meeting of the Executive Committee of said Corporation duly called and held on the 8th day of August, 1921, at which meeting a quorum was present and acting throughout, resolutions were duly adopted of which the following are full, true and complete copies of that portion regarding the life insurance policies of D. W. Griffith:

> "FURTHER RESOLVED, that the proper officers of the Corporation be and they hereby are authorized and directed to assign to J. C. Epping the Corporation's interest in the two (2) life insurance policies issued in favor of the Corporation on the life of D. W. Griffith, one issued by the Mutual Life Insurance Company, Policy #2,873,030 for $100,000. and the other issued by the Equitable Life Assurance Society of America, Policy # 2,655,630 for $50,000. and said officers be and hereby are directed to execute and deliver to said J. C. Epping proper agreements or assignments to effectuate said assignment; and it is
>
> FURTHER RESOLVED, that the Secretary be and he hereby is authorized and directed to deliver certified copies of all or part of these resolutions to the aforesaid Insurance Companies as may be required by them to effectuate said Assignments."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 24th day of August, 1921.

Albert H. Banzhaf
Secretary

August 8th 1921.

Central Union Trust Company of N.Y.,
80 Broadway,
New York City. Attention of Mr. Coles.

Dear Sir:

I wish to confirm my telephonic conversation with you over the wire this day, which is as follows:

Your are to prepare 15 certificates of 100 shares each of Class A stock of D.W.Griffith Inc. in the name of one of your employees duly endorsed in blank, signature guaranteed, and attach thereto sight draft for $22,500. drawn on Edwin J. Learned, % Reed, Murdock & Co., P.O. Drawer, R.M. Chicago, Ill., which certificate and draft are to be sent to the Continental & Commercial Trust and Savings Bank, Chicago, Ill., where the sight draft is to be taken up by Mr. Learned.

Very truly yours,

AHTB/GD

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 490 MAIN ST. - NEW ROCHELLE, N. Y.

TELEPHONE No. 1190
TELEPHONED TO S.M.K.
TIME 8.
BY a S. TO BE 8/10/21

32NY C 42 NL

LOSANGELES CALIF AUG 9 1921

J C EPPING

CARE D W GRIFFITH STUDIO. MAMARONECK NY

AM MAILING RECEIPTED BILL PER YOUR INSTRUCTIONS STOP BIGBEAR COUNTRY CLUB NOT QUITE READY TO TAKE OVER MY OPTIONS YET BUT GOING FINE STOP TAYLOR TURNED DOWN OPTION ON NORTH END OF RANCH STOP I AM STILL LIVING AT THE RANCH REGARDS

CARL STERLOU

745A AUG 10 1921

JOSEPH S. FRANK
COUNSELLOR AT LAW
66 BROADWAY
NEW YORK CITY

TELEPHONE 4079 BOWLING GREEN

August 9, 1921

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir:-

In reference to the $167,000. mortgage on the Griffith property at Orienta Point, I have finally located a party who is prepared to seriously consider the matter on an eight percent (8%) annual yield basis for a period of five (5) years.

This will mean a bonus of ten percent (10%) to the lender, which would figure out six percent (6%) for five (5) years, equalling thirty percent (30%) plus ten percent (10%) bonus or forty percent (40%) in all, making eight percent (8%) per annum. The eight percent (8%) annual yield is insisted upon, for the reason that that amount of income is now readily obtainable for very good bonds.

Should this proposition be acceptable to you, a commission of not less than five percent (5%) would have to be paid.

Yours very truly,

Joseph S. Frank

JSF/MM

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
BUSH TERMINAL BUILDING
130 WEST 42ND STREET
NEW YORK

TELEPHONE
BRYANT 2657
CABLE ADDRESS
"PEMBAN"

August 9th 1921.

Mr. F.Wynne Jones,
c/O Allied Artists Ltd.,
86-Wardour Street, W.I.,
LONDON, ENGLAND.

Dear Mr.Jones:

Mr. Grey tells me that he handed you the assignments from Thomas Burke and Grant Richards Ltd. of the motion picture dramatic rights of "TWINKLETOES" and "LIMEHOUSE NIGHTS", with request that Mr. Burke or Grant Richards Ltd. acknowledge the same before a United States Consul, as through error they were acknowledged by a Notary Public and under the copyright laws of this Country such assignemtn cannot be filed unless the acknowledgement be had before a U.S.Consul.

I also enclosed therewith statement of amount which we owe Messrs.Grant-Richards for procuring the previous acknowledgement and I would request that if you have not already done so that you kindly get in touch with them at once, have these instruments re-acknowledged before a U.S.Consul and pay them their original bill and any additional expense they may be put to in acknowledging these instruments and charge the same to the Griffith account of the Allied Artists Ltd. and re-mail the assignments to me for recording.

Will you also speak to Mr. Guedalla relative to having him draw a proposed contract between D.W.Griffith Incorporated and Allied Artists Ltd. with reference to the releasing of "WAY DOWN EAST" in accordance with the terms of the letter of instructions sent over by Mr. Grey.

I would like to have Mr. Guedalla draw this contract with a view of taking care of the tax questions, and if you will have him then forward the same to me, I will go over it relative to any changes that may be made regarding the distribution of the picture. The important thing of this contract is to have the tax situation taken care of.

Also please speak to him about the United Kingdom and European motion picture rights of the "TWO ORPHANS" about which I wrote Mr. Guedalla some tome ago.

With kindest regards and best wishes,

I remain

Sincerely yours,

P.S. Please write me relative to progress of your Corporation.

A.H.T.B.

AHTB.GD

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address "Notromoo"
Madison Avenue and 60th St.
Cable Address "Guarmadis"
268 Grand Street
Cable Address "Guargrand"

Foreign Offices
Cable Address "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, August 9, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
c/o J. C. Epping,
D.W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We have received the following checks from the United Artists Corporation today:

New York funds		$1597.03
do.		315.00
Canadian funds	$24.50	
Less 11¼% discount	2.76	21.74
Total		$1933.77

This amount has been applied in reduction of the principal of your loan to $91,013.12.

315,000.00
91,013.12
$ 223,986.88

Yours very truly,

Assistant Treasurer.

66-167-2

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK Aug. 9, 1921

15
1500
7500
15
22500

Mr. A. H. T. Banzhaf, Secretary,
D. W. Griffith, Inc.,
130 West 42nd St., New York.

Dear Sir:-

As per telephone instructions and also confirmation received this morning, we yesterday forwarded to the Continental and Commercial Trust & Savings Bank, Chicago, Illinois, 1500 shares Class "A" stock of D. W. Griffith, Inc. drawn in the name of W. H. Kottman and guaranteed by this Company, attached to which was a sight draft for $22,~~750.~~ 500 drawn on Edward J. Learned, c/o Reed, Murdock and Co., P.O. Drawer R. M., Chicago, Illinois.

As per instructions from Messrs. Bertron, Griscom & Co. Inc. of this City, we will credit your account with $12,~~500.~~ 750 less the amount of original issue tax on receipt of the money from Chicago and will forward the balance to Messrs. Bertron, Griscom & Co. Inc.

Very truly yours,

Asst. Secretary.

Oscar Coles

E. F. S.

Transfer Dept.
OC/I

TELEPHONE VANDERBILT 4326-7

Music

American Society of Composers, Authors and Publishers

56 WEST 45th STREET
NEW YORK

ADDRESS ALL COMMUNICATIONS TO THE SOCIETY

GEORGE MAXWELL, PRESIDENT
VICTOR HERBERT, VICE-PRESIDENT
GLEN MACDONOUGH, SECRETARY
RAYMOND HUBBELL, TREASURER

GENERAL COUNSEL
NATHAN BURKAN

GENERAL MANAGER
J. C. ROSENTHAL

BRANCH OFFICES
BALTIMORE, BOSTON, BUFFALO, CHICAGO, CINCINNATI, CLEVELAND, DALLAS, DETROIT, KANSAS CITY, LOS ANGELES, MILWAUKEE, MINNEAPOLIS, NEWARK, PHILADELPHIA, PITTSBURGH, PORTLAND, SAN FRANCISCO, SEATTLE, ST. LOUIS, SYRACUSE, TOPEKA

August 9, 1921.

Albert H.T.Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir:

Our General Counsel - Mr. Nathan Burkan, has taken up with us several inquiries from you concerning "Way Down East" and "Dream Street".

Referring to the contract made between D.W. Griffith, Inc. and this Society for a license to publicly perform musical numbers in our repertory in conjunction with the exhibition by it of the photoplay "Way Down East", we would advise you that the transfer to the United Artists of the distribution of this picture does not carry with it any privileges as conferred under our contract of April 4th, 1921. No similar arrangement can be made with the United Artists as it is contrary to the policy of the Society to grant a distributing company the right to license exhibitors to use music in our repertory.

You state that it is customary for the Griffith Company to send music to motion picture theatre owners for use in connection with the presentation of your picture. Do you mean that D. W. Griffith, Inc. prints orchestrations or cue sheets containing publications of members of this Society and distributes them in connection with the presentation of the pictures?

Referring to the presentation of your photoplay "Dream Street" in connection with which we granted you the privilege of publicly performing musical numbers in the repertory of the Society for a period expiring June 4th,1921,

TELEPHONE VANDERBILT 4326-7

American Society of Composers, Authors and Publishers

56 WEST 45th STREET
NEW YORK

ADDRESS ALL COMMUNICATIONS TO THE SOCIETY

GEORGE MAXWELL, PRESIDENT
VICTOR HERBERT, VICE-PRESIDENT
GLEN MACDONOUGH, SECRETARY
RAYMOND HUBBELL, TREASURER

GENERAL COUNSEL
NATHAN BURKAN

GENERAL MANAGER
J. C. ROSENTHAL

BRANCH OFFICES
BALTIMORE
BOSTON
BUFFALO
CHICAGO
CINCINNATI
CLEVELAND
DALLAS
DETROIT
KANSAS CITY
LOS ANGELES
MILWAUKEE
MINNEAPOLIS
NEWARK
PHILADELPHIA
PITTSURGH
PORTLAND
SAN FRANCISCO
SEATTLE
ST. LOUIS
SYRACUSE
TOPEKA

August 9, 1921.

Albert H. T. Banzhaf, Esq.,

we would say that if it is your purpose to present this picture under your own direction we shall be pleased to make a contract similar to that covering "Way Down East".

We shall also be pleased to have our General Manager take up the matter with you personally at any time you suggest.

Yours very truly,

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS,

By Glen MacDonough
Secretary.

R:L

Music

August 10th 1921.

Mr. Glen MacDonough, Secretary,
American Society of Composers, Authors and Publishers,
56 West 45th Street,
New York City.

Dear Sir:

In reply to your favor of the 9th inst., beg to advise that I have forwarded a copy of your letter to Mr. Albert L. Grey, Vice-President and General Manager of D.W.Griffith Incorporated, for his attention, with request that he get in touch with your Mr. Rosenthal on Mr. Grey's return to the City in connection with the matters therein mentioned.

Very truly yours,

AHTB/GD

ERNST, FOX & CANE
COUNSELLORS AT LAW
25 WEST 43RD STREET
NEW YORK

BERNARD M.L. ERNST
MELVILLE H. CANE
DAVID J. FOX

TELEPHONE VANDERBILT 10421

August 10th, 1921.

REGISTERED

Mrs. Charles Stevenson,
305 West 45th Street,
New York City.

Dear Madam:-

Our client, Miss Marie Lennards, has consulted us in reference to her claim against you for the usual broker's commissions on the sale of the motion picture rights of "The Two Orphans" to D. W, Griffith.

Miss Lennards' account of your attitude in the matter, especially after your long standing friendship is such that under ordinary circumstances we should not hesitate to bring suit in her behalf without demand. We cannot believe, however, that you would fail to recognize Miss Lennards' claim or that you would be guilty of an injustice, and therefore in order that there may be an opportunity for adjustment without litigation we are writing you in this wise.

Unless, however, you are willing to recognize this claim and to pay Miss Lennards the usual commission in matters of this kind, we shall have no other recourse than to bring suit against you. In such event kindly advise us as to the name of your lawyer so that we may save you the annoyance of serving you personally with the papers.

Trusting to hear from you no later than Monday next, we are

Very truly yours,

Ernst, Fox & Cane

C:S

Studio matter

August 10th 1921.

Mr. Joseph Frank,
66 Broadway,
New York City.

Dear Mr. Frank:

Replying to your favor of the 9th inst., relative to the mortgage for $167,500., beg to advise that we cannot consider paying more than 10% to cover the expense in taking over by assignment the aforesaid mortgage and permitting what now is an installment mortgage to run for a period of three years. The assignee of said mortgage to permit the payment of said principal to run for a period of three years which would yield 8% upon payment by us at the time of the assignment of 6% in cash, balance of 4% to be paid by a six-month note, we in no event to be liable for more than 10% to cover, as aforesaid.

I am enclosing herewith a pencil sketch of the map, showing the Flagler estate upon which the mortgage is a first lien. Of course there are at present additional buildings and improvements on this property erected for studio purposes.

Please return this sketch when you are through with the same.

Very truly yours,

AHTB/GD
Enc.

Music

August 10th 1921.

Mr. Albert L. Grey,
c/o D.W.Griffith Incorporated,
1476 Broadway,
New York City.

Dear Mr. Grey:

I am enclosing herewith copy of letter I have this day received from the American Society of Composers, Authors and Publishers, which is in answer to a letter of mine addressed to Nathan Burkan relative to the Society's interest in the music of "WAY DOWN EAST" and "DREAM STREET". It is advisable that you get in touch with Mr. Rosenthal at the earliest possible moment and make the necessary arrangements with him to cover the use of the music which may belong to any of the members of their Society.

This matter is separate and distinct from that of the claim by Schirmer, Fox, Fisher and Junganickle for damages arising out of the alleged unlawful use and printing of their music in conjunction with the exhibition of "DREAM STREET".

In reference to these latter matters, I have an appointment with Mr. Edwards on the 11th inst., after which conference I will be more fully informed as to the basis upon which they will consider same.

These latter concerns are not members of the American Society and therefore, of course, are not bound by any agreements that we may make with that Society.

Very truly yours,

AHTB/GD
Enc.

In care. Coit-Albee Chautauqua
Orchestra Bldg. Chicago.
Aug. 11th 1921.

My dear Mr. Griffith:

I've just told Father about your kindness and he appreciates, as much as I do, your willingness to give me council ... He is very much interested in my wish

to make pictures and in the possibilities of moving pictures and your advice will mean more to the beginner than anything else could possibly mean.

I hope that you won't measure my own possibilities by the faults in this first film .... if I caught even atmosphere and composition

this time I can do far better next time when I have fewer handicaps ... and you know how concentratedly I'll try.

I expect to return to New York on Sept. 1st and I will then phone to Mamaroneck and ask if I may come down.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

I am awfully grateful to you and if you will let me sit at your feet a little while and imbibe council I will appreciate it more than I can tell you. Very sincerely yours.

Ruth Bryan Owen.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Crindle Cottage
Myroe Derry
Ireland
8. 11. 21

My Dear Billy.

Your letter & Hilda's rec'd. also the Choc. There is nothing to tell of our home concerns out of the daily routine. We had a record crop of apples, The Codling tree had nearly 5 cwt and some of the others 3 cwts. but prices are only 1/6 or 2/- a st. we have still 5 cwts to sell, We are well stocked with fuel principally peats and bogwood for the winter also some coal, then we have plenty of oats & straw for Diana, she is improving with the years, We two are in good health with nothing to worry about, we had a nice letter from Joy this morning she seems to be giving fuller satisfaction to Diana than ever before and she (Joy) seems in good spirits. Your account of Doreen's work is rather vague is she with the "Movies" and if so in what capacity. Can you get me D. W. Griffith's address I think he may be a grand son of my brother Wm John. or of Joe'. David has been a family name for over 300 years.

With love to both

H Afa

Mr Rackemann of Boston wrote asking for information as to the relationship

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK August 11 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sirs:

Referring to your letter of August 9th, we beg to advise you that we have received from the United Artists Corporation the following payments on account of your demand note dated May 11th with this Company for $250,000., viz:

August 1st,	$10,000
August 8th,	10,000
August 9th,	2,000
	$22,000

Yours truly,

Assistant Secretary.

RW.C
Banking

August 11, 1921.

The Mutual Life Insurance Co.,
34 Nassau St.,
New York City.

Gentlemen:

We enclose herewith duplicates of assignment of your Policy #2783030. This assignment is made by the D. W. Griffith Inc. to J. C. Epping. The policy is issued in the name of D. W. Griffith but D. W. Griffith is made beneficiary thereunder.

We are not sure whether this assignment is made out correctly and if not, will you kindly return same to us with instructions of how it should be made out. We do not know whether D. W. Griffith Inc. or D. W. Griffith individually should have signed this. Your reply will be greatly appreciated.

Yours very truly,

D. W. GRIFFITH INC.

By

Treasurer.

DUPLICATE RELEASE

TO BE DETACHED AND RETURNED TO THE SOCIETY

For and in consideration of One Dollar in hand paid to the undersigned does hereby release, relinquish and quit claim all interest of whatsoever kind or nature, whether acquired by assignment or otherwise, in or to Policy No. 2655630 issued by

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE U. S.

on the life of D. W. Griffith

Dated this 9th day of August 1921

D.W.GRIFFITH INC.

x D.W. Griffith President

State of New York
County of Westchester } ss.

x J.C. Epping
(J.C.EPPING)

On this 11th day of August in the year of our Lord 1921 before me personally came D.W. Griffith & J.C. Epping to me known and known to me to be the individuals described in and who executed the foregoing release, and acknowledged that they executed the same.

B. C. 222-19-12

M. Deeves Notary Public Westchester Co

DUPLICATE RELEASE

TO BE DETACHED AND RETURNED TO THE SOCIETY

For and in consideration of One Dollar in hand paid to the undersigned does hereby release, relinquish and quit claim all interest of whatsoever kind or nature, whether acquired by assignment or otherwise, in or to Policy No. 2783030 issued by

MUTUAL LIFE INSURANCE CO.

~~THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE U.S.~~

on the life of D. W. Griffith

Dated this 9th day of August 1921

D.W.GRIFFITH INC.

x D.W. Griffith President

State of New York
County of Westchester } ss.

x J.C. Epping
(J.C.EPPING)

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B. C. 222-19-12

M. Deeves Notary Public Westchester Co

GEORGE M. REYNOLDS, Chairman Board of Directors
ARTHUR REYNOLDS, President
JOHN JAY ABBOTT, Vice-President
DAVID R. LEWIS, Vice-President
HENRY C. OLCOTT, Vice-President & Mgr. Bond Dept.
JOHN A. SHANNON, Cashier
WILLIAM P. KOPF, Secretary
EVERETT R. McFADDEN, Assistant Secretary
EDMUND J. CLAUSSEN, Assistant Secretary
KINNEY SMITH, Assistant Secretary
BENJAMIN BILLS, Assistant Secretary
JOHN P. V. MURPHY, Manager Savings Dept.
D. EDWARD JONES, Assistant Manager Savings Dept.
ROBERT J. HERCOCK, Assistant Cashier
ALBERT S. MARTIN, Assistant Cashier
GEORGE ALLAN, Assistant Cashier
JOHN S. MACFERRAN, Assistant Cashier

CONTINENTAL AND COMMERCIAL TRUST AND SAVINGS BANK

CHICAGO

August 11, 1921

Albert H.T. Banzhaf, Secretary,
D. W. Griffith, Incorporated,
130 W. 42nd Street, New York City.

Dear Sir:

The Central Trust Company of Illinois, Chicago transfer agent of your Class A stock, advised us yesterday that they had received a resolution from you dated the latter part of April, 1921, in which it is stated that the authorized amount of Class A stock to be issued is reduced from 125,000 shares to 100,000 shares.

In checking our records between Chicago and New York, we find that we are authorized to register 30,000 shares of original stock, and the New York registrar is authorized to register 95,000 shares, of which total 121,555 shares are now outstanding according to the latest reports we have received from New York.

We have no copy of the resolution to which the Central Trust Company of Illinois refers, and we believe that they must be in error as to the amount of stock authorized, as our original appointment authorizes the issuance of the entire 125,000 shares.

We note that since the date of the resolution to which the Central Trust Company of Illinois refers, the New York transfer agent has issued a considerable amount of original stock, and we would like to have you advise us as to whether or not a resolution reducing the amount of authorized stock by 25,000 shares has ever been passed by your Board of Directors.

Yours very truly,

Secretary.

PD/M

CENTRAL TRUST COMPANY OF ILLINOIS

CAPITAL AND SURPLUS $7,000,000.

125 WEST MONROE STREET

CHICAGO,
August 11, 1921.

Our file 4473.

Mr. Albert H.T.Banzhaf, Secretary
D.W.Griffith, Inc.
2 Rector St.,
New York, N.Y.

Dear Sir:

Under date of April 4th we were provided with a resolution of your company to the effect that the amount of Class A stock of D.W.Griffith, Inc., was to be limited to 100,000 shares, instead of 125,000 shares as previously authorized.

We, however, note from recent advice sheets of the Central Union Trust Company, the New York transfer agent, that shares in excess of 100,000 shares have been issued so that at the present time there have been issued by the Chicago transfer agent as original issue 30,000 shares, and by the New York tranfer agent 90,395 shares. If there has been any change in the resolution limiting the issue to 100,000 shares, we as well as the Continental and Commercial Trust and Savings Bank, should be provided with a copy of such amended resolution.

Will you please give this matter your early attention so that our records may be correct.

Yours very truly,

Trust Officer.

Music Actors

DAVID W. GRIFFITH CORPORATION

EXECUTIVE OFFICES

Longacre Building

42nd Street and Broadway, New York

TELEPHONE, BRYANT 5293--5294

8/12/21

Sullivan ✓ Guffey

3 District

314 W. 54th St.

Never pushed

4254-15-B-120,000

Index Number Year 191

Municipal Court of The City of New York

BOROUGH OF MANHATTAN

Third District

Della Sullivan

Plaintiff

against

D. W. Griffith Inc

Defendant

SUMMONS

To the above-named defendant :

You are hereby summoned to appear in this action in the Municipal Court of The City of New York, Borough of Manhattan, Third District, before the clerk of the said court at his office at 314 W. 54th Street, in the Borough of Manhattan, in The City of New York, within five days after the service of this summons upon you, exclusive of the day of service, and to make answer to the complaint; and if you fail to make answer, judgment will be taken against you for the sum of $ 150.00/100 , with interest thereon from the day of 191 , together with the costs of this action.

Dated, New York City, the day of 191 .

Patrick H. Bird
Clerk.

Plaintiff's address: 370 W 56th St

Complaint - Services.

Index No. Year 191

Municipal Court of The City of New York

Borough of Manhattan
Third District

Plaintiff

vs.

Defendant

SUMMONS

City of
County of } *ss.:*

being duly sworn, deposes and says: I am over 18 years of age and not a party to this action.

On , 191 ,
at
in the Borough of ,
City of New York, I served the annexed summons
on
known to me to be
the defendant named therein, by delivering to him personally and leaving with him a true copy thereof.

Sworn to before me this
day of 191

City of
County of } *ss.:*

being duly sworn, deposes and says: I am over 18 years of age and not a party to this action.

On , 191 ,
at
in the Borough of ,
City of New York, I served the annexed summons
on
known to me to be
the defendant named therein, by delivering a true copy thereof to
known to me to be the
of said defendant corporation, and leaving the same with him.

Sworn to before me this
day of 191

MUNICIPAL COURT OF THE CITY OF NEW YORK,

BOROUGH OF MANHATTAN- THIRD DISTRICT.

- -x

DELLA SULLIVAN

Plaintiff,

-against-

D.W.GRIFFITH, INC.

Defendant.

- --n- -x

PLEASE TAKE NOTICE, that the defendant above named D.W.GRIFFITH,INC,hereby appears in the above entitled action, and that I am retained as attorney for the said defendant in this action, and hereby demand that a copy of the Bill of Particulars and all other papers in this action be served on me at my office No. 130 West 42nd Street, New York City.

Dated: August 12th 1921.

Yours &c.,

ALBERT H.T.BANZHAF,
Attorney for Defendant,
Office & P.O.Address,
#130 West 42nd St.,
New York City.

D.W. Griffith Service

Wark Co

"The Fall of Babylon"
"The Mother and The Law"
"Hearts of the World"

GENERAL OFFICES
303 LONGACRE BLDG., NEW YORK CITY
Phones, Bryant 6761-6762

Albert L. Grey
GENERAL MANAGER

Aug. 12, 1921.

Mr. A. H. T. Banzhaf,
130 West 42nd Street,
New York, N. Y.

Dear Mr. Banzhaf:

Am attaching herewith correspondence which I have had in connection with claim made by Goldstein& Co. in connection with re-organization settlement of Wark Producing Corporation.

I am quite sure that the additional amount which they claim, the difference between $1100.00 and interest which they want and $1017.00 which we have figured from their amounts due, is due to their way of figuring as the check about which is spoke to you for $253.00 which we cancelled here and which is still due belongs to Simon Goldstein and not to Goldstein Company who are making claim in the attached.

The check for $253.00 which is due Simon Goldstein is for the 10% payment made to all stockholders on Dec. 31, 19192 plus 10% bonus and interest amounting to $33.00.

Will you kindly advise me further regarding the above if there are any instructions. Also will you kindly advise if you think it best to send check for $253.00 to Simon Goldstein.

Thanking you, and with kindest regards,

Very truly yours,

D. W. Griffith Service.

CC

THE FIRST NATIONAL BANK

MAMARONECK, N. Y.

BRADFORD RHODES, CHAIRMAN
REUBEN G. BREWER, PRESIDENT
JOHN H. McARDLE, VICE-PRESIDENT
WILLIAM R. BULL, VICE-PRESIDENT
REUBEN P. BREWER, CASHIER
GEORGE H. COFFIN, ASST. CASHIER

Aug 12th 1922

Received from C W Tuffield Esq
Two thousand dollars $2000.00 on account
$2000.00 loan

R P Brewer
Cashier

TELEPHONES MAMARONECK 1190 1191 1192 1193 1194 1195

D. W. GRIFFITH STUDIO

ORIENTA POINT

MAMARONECK, N. Y.

August 13, 1921

Report of Laboratory Work Done

Way Down East - - - - - - -	17885 ft	positive
Fall of Babylon - - - - -	640 ft	"
Broken Blossoms - - - - -	182 ft	"
U-3 Samples & Tests - - - -	17129 ft	"
Machine tests - - - -	105 ft	"
Picture U-3 Negative - - - -	17656 ft	Negative
" " " (Tests) -	3129 ft	"
" " " Panchromatic	312 ft	"

Positive used
Eastman 35686
Belgian 2255

Negative used
Eastman 20785
" 312 Panchromatic

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK August 13,1921

Mr. J. C. Epping,Treasurer,
D.W.Griffith,Inc.,
Room 303 Longacre Building,
42nd St & Broadway,
New York.

Dear Sir:

We beg to advise you that we have this day received from United Artists Corporation their check for $12,000.,same to be applied on account of your demand note dated May 11th with this Company for $250,000.

Yours very truly,

Farrell
Assistant Secretary.

RW.C.
Banking

W. P. B.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, August 13, 1921.

H.R.Johnston
Assistant Treasurer

Mr. D. W. Griffith,
c/o Mr. J. C. Eppinger,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We wish to advise that we have received from the United Artists Corporation the following checks:

New York funds		$1218.50
Canadian funds	$28.00	
Less 10½% discount	2.94	25.06
Total		$1243.56

Amo 956
Cubad 262.50
9 1218.50

We have applied the above amount in reduction of your loan to $89,769.56.

Yours very truly,

Assistant Treasurer.

U.S. - 211,900.79
CAN - 12,467.50
Cuba - 862.12
$225,230.44

66-167-2

315,000.00
225,230.44
$89,769.56 OK

New York, Aug. 14th.

CABLEGRAM TO

MAE MARSH

~~No~~ One Wellington Court,

Knights Bridge.

London (England)

~~Willxnex~~ Wont be needed till week later. Will cable giving ~~plen~~ time arrive.

~~Rx~~ Griffith.

Sent Aug 15
phoned a.N.

August 14 1921

Enormity
London

Have a real chance for you and partners Have sixtyfive percent of Two Orphans finished with our money Need three hundred fifty thousand for completion exhibition and prints If you will advance this will allow you to take out first receipts of world rights returned to you until you are fully paid Will take out our share afterwards then give you twentyfive percent of the entire profits life of picture and will arrange for you to handle United Kingdom on equitable basis. Enough of picture put together to assure it will be one of my most successful box office attractions Will rank with Way Down East and Birth as has big heart interest and story Very elaborate production with all star cast This is a real opportunity Answer confidential Kindest regards

Griffith

COPY

August 15 1921

CABLE

Enormity
London

Griffith cabled you today confidential Give this careful thought I consider this opportunity of a lifetime for you Production will be ready for exhibition about December first which of course best time of year stop We grossed on East five months over four million dollars so it will only be short time before your money is sure to be returned stop When you have made arrangements for money think you should come here immediately to satisfy yourself of soundness of proposition or otherwise I will go to London Answer immediately Regards

Grey

August 15th 1921.

Messrs. Ernst, Fox & Cane,
25 West 43rd Street,
New York City.

Gentlemen:

Your favor of the 10th inst. addressed to Mrs. Charles Stevenson has been handed to me for reply and I wish to state that I have been authorized to accept service and appear in any alleged cause of action which your client, Miss Marie Lennards, may claim to have against Mrs. Stevenson.

Very truly yours,

AHTB:MD

A 860/15 NEWYORK 16

F M GUEDALLA LONDON

HAVE ARRANGED PURCHASE ORPHANS EUROPEAN RIGHTS HERE TAKE NO FURTHER ACTION

PEMBAN

DATED 15

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

August 15, 1921

Mr. D. W. Griffith,
Mamaroneck, N.Y.

Dear Mr. Griffith:-

Mr. Abrams would appreciate it very much indeed if you would be good enough to reply to his letter of August 4th, relative to the New England territory.

Not receiving any expression of opinion from you regarding the handling of WAY DOWN EAST in the New England States, our activities in this connection are somewhat retarded.

Thanking you in advance for your kind consideration of this request, we are

Yours very truly,
UNITED ARTISTS CORPORATION

M G Prager

TREASURER

PR

Wark

August 15th 1921.

Miss C. M. Conway,
D.W.Griffith Service,
1486 Broadway,
New York City.

Dear Miss Conway:

I have your favor of the 12th inst. together with enclosures in re Goldstein against Wark Producing Corporation.

I suggest that we let this matter ride until we again hear from Hastings & Gleason regarding this matter.

Very truly yours,

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART LIBRARY

SUMMONS, SUPREME COURT—280

H. K. BREWER & CO.—Incorporated
58 Liberty St.—NEW YORK—306 Madison Ave.
Stationers and Law Blank Publishers

New York Supreme Court,
County of New York.

MARIE F. LENNARDS,

Plaintiff

against

KATE CLAXTON STEVENSON

Defendant

Summons with Notice.

To the above-named Defendant :

You are hereby Summoned *to answer the complaint in this action, and to serve a copy of your answer on the Plaintiff's Attorney within twenty days after the service of this Summons, exclusive of the day of service; and in case of your failure to appear or answer, Judgment will be taken against you by default, for the relief demanded in the complaint.*

Dated August 16, 1921

ERNST, FOX & CANE,

Attorneys for Plaintiff.

Office and Post Office Address:
25 West 43rd Street,
Borough of Manhattan, New York City.

Notice.

Take notice that upon your default to appear or answer the above Summons, Judgment will be taken against you for the sum of

Dollars, with interest from *and with the costs of this action.*

Attorney for Plaintiff.

New York Supreme Court.

County of New York.

MARIE E. LEHNARDS,

Plaintiff

against

KATE CLAXTON STEVENSON

Defendant

Summons

WITH NOTICE.

ERNST, FOX & CANE,

Attorneys for Plaintiff

Office and Post Office Address:

PLEASE TAKE NOTICE THAT THE WITHIN IS A COPY OF

_____

THIS DAY DULY ENTERED AND FILED IN THE OFFICE OF THE CLERK OF THE

_____

IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK.

DATED, NEW YORK, _____, 191—

YOURS, ETC.,

ERNST, FOX & CANE,

ATTORNEYS FOR _____

~~XXXXXXXXXXXXXX~~
25 West 43d Street
BOROUGH OF MANHATTAN

NEW YORK CITY

To

_____

ATTORNEY FOR _____

_____ STREET,

NEW YORK CITY

SUPREME COURT : NEW YORK COUNTY.

MARIE ELENNARDS,

PLAINTIFF

AGAINST

KATE CLAXTON STEVENSON,

DEFENDANT

COPY

SUMMONS & COMPLAINT.

ERNST, FOX & CANE,

ATTORNEYS FOR Plaintiff

~~XXXXXXXXXXXXXX~~
25 West 43d Street
BOROUGH OF MANHATTAN,

NEW YORK CITY.

DUE SERVICE OF A COPY OF THE WITHIN

IS HEREBY ADMITTED THIS _____ DAY

OF _____, 191—.

TO _____

ATTORNEY FOR _____

_____ STREET,

NEW YORK CITY.

STATE OF NEW YORK,
COUNTY OF NEW YORK,
BOROUGH OF MANHATTAN, } ss.:

MARIE F. LENNARDS

being duly sworn says that she is the plaintiff in this action; that she has read the foregoing complaint and knows the contents thereof; that the same is true of her own knowledge except as to matters therein stated to be alleged on information and belief and as to those matters she believes it to be true.

Sworn to before me 25th day of August, 1921 } Marie F. Lennards

Ida M. Stephany
Notary Public, New York Co. No. 47,
Certificate No. 1799 filed in New York County,
N. Y. Co. Register's No. 3293,
My commission expires March 30, 1923.
(Seal)

Notary Public, New York County.

Fol. 1 SUPREME COURT : NEW YORK COUNTY.

- - - - - - - - - - - - - - - - - - - -x

MARIE F.LENNARDS, :

Plaintiff,

:

-against-

KATE CLAXTON STEVENSON, :

Defendant.

:

- - - - - - - - - - - - - - - - - - - -x

The plaintiff by ERNST, FOX & CANE, her attorneys, complaining of the defendant, respectfully

2 shows to the Court and alleges as follows:-

FIRST:- That in the Fall of 1920, the defendant employed plaintiff to dispose of the motion picture rights of a certain play entitled "The Two Orphans".

SECOND:- That defendant for said services agreed to pay the plaintiff the usual broker's commission in such cases, to wit, ten (10%) percent on the amount to be received by the seller.

THIRD:- That the plaintiff agreed to accept said employment on the foregoing terms.

FOURTH:- That directly thereafter the defendant delivered to the plaintiff the manuscript of the said

3 play entitled "The Two Orphans" and requested plaintiff to negotiate with D. W. Griffith for the sale or disposition of said motion picture rights to D. W. Griffith or some corporation with which said D. W. Griffith might be affiliated.

FIFTH:- That thereupon, plaintiff in pursuance of said ~~[illegible]~~, employ-

Fol. 4

ment interested said Griffith in said motion picture rights with the result that in the early part of the year 1921, a sale of said motion picture rights to Griffith or a corporation in which he was interested, was consummated.

SIXTH:- Upon information and belief that the defendant without the knowledge or consent of the plaintiff and for the purpose of preventing the plaintiff from concluding the transaction herself, and for the purpose of depriving the plaintiff of her lawful com-

5 missions, secretly and fraudulently conducted negotiations with said Griffith or his representatives and concluded the arrangement for the sale or disposition of said motion picture rights after the plaintiff had succeeded in interesting the said Griffith therein.

SEVENTH:- That the amount which the defendant has received or will receive by way of royalties or otherwise from the sale of said motion picture rights is unknown to the plaintiff.

EIGHTH:- That the plaintiff is entitled to

6 ten (10%) percent of all sums received and to be received by the defendant for the sale or disposition of said motion picture rights.

NINTH:- That the reasonable value of plaintiff's services is ten (10%) percent of any and all sums so received or to be received by the defendant from the sale or disposition of said motion picture rights.

TENTH:- That although plaintiff has demanded the sum equal to ten (10%) percent of the amount received by the plaintiff from said motion picture rights, the defendant has failed to pay any sum whatsoever and denies that she owes the plaintiff any sum whatsoever.

Fol. 7 WHEREFORE, plaintiff demands judgment for a sum equal to ten (10%) percent of the amount received and to be received by the defendant from the sale or disposition of the motion picture rights of "The Two Orphans" to D. W. Griffith or to a corporation in which D. W. Griffith is interested with interest from the time of the payments to the defendant of said sum or sums, together with the costs and disbursements of this action.

ERNST, FOX & CANE,
Attorney for Plaintiff,
Office & P. O. Address,
8 25 West 43rd Street,
Borough of Manhattan,
New York City.

9

Kate Claxton

ERNST, FOX & CANE
COUNSELLORS AT LAW
25 WEST 43RD STREET
NEW YORK

BERNARD M. L. ERNST
MELVILLE H. CANE
DAVID J. FOX

TELEPHONE VANDERBILT 10421

August 16th, 1921.

D. W. Griffith, Esq.,
1476 Broadway,
New York City.

Dear Sir:- Lennards v. Stevenson

We represent Miss Marie Lennards who is about to bring suit against Mrs. Charles Stevenson for commissions due from the sale to you of the motion picture rights of "The Two Orphans".

In order to save you the annoyance, if possible, of testifying, we are writing to inquire the date of the sale, whether the rights were transferred under the agreement of sale to you individually or to a corporation and if so, what corporation, the amount of the purchase price, if the latter is part in cash, and part on a future percentage basis. Kindly let us have the details.

Mrs. Stevenson denies any and all liability to our client for her services in interesting you in the picture and in fact concealed from our client the fact that she was negotiating with you direct and had actually consummated the transaction.

Awaiting your reply, we are

Very truly yours,

Ernst, Fox & Cane

C:DB.

August 16th 1921.

Continental & Commercial Trust & Savings Bank,

Chicago, Ill.

Attention of Mr. Wm. P. Kopf, Secretary.

Dear Sir:

In reply to your favor of the 11th inst. relative to the duly authorised issue of Class A stock of D.W.GRIFFITH INCORPORATED, having been reduced from 125,000 shares to 100,000 shares, beg to advise that although such a resolution was adopted at a meeting of the Board of Directors on the 7th day of January, 1921, and at a subsequent duly authorised meeting of the Executive Committee, the 25,000 shares so withdrawn at the aforesaid Directors meeting was again released for sale and that therefore the original resolution as certified to you, authorising the sale of the entire 125,000 shares is effective, and I enclose herewith certified copy of the resolution so authorising the re-issue of the 25,000 shares and am also sending a copy thereof to the Central Trust Company of Illinois for their information, together with a copy of this letter.

Very truly yours,

DS/ We are enclosing herewith copy of our letter addressed to the Central Trust Co. of Ill. for your information.

A.H.T.B.

AHTB/CD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 16th 1921.

Central Trust Company of Illinois,
125 West Monroe Street,
Chicago, Ill.

File 54470.
Attention Mr. Bodholdt, Trust Off.

Dear Sir:

Replying to your favor of the 11th inst. relative to the authorized issue of Class A. stock of D.W.GRIFFITH INCORPORATED, I beg to enclose herewith copy of letter I have this day written to the Continental & Commercial Trust & Savings Bank, wherein I have explained that although a resolution was passed limiting the number of shares as authorized to be issued to 100,000, that subsequently at a special meeting of the Executive Committee, the 25,000 shares so withdrawn were again re-issued at a consideration of $10.50 per share upon the order of Lee Benoist & Co. We did not file a certified copy of this resolution with your Company for the reason that your authorized issue was limited to 50,000 shares, and the balance of the issue was all sold through the New York transfer agent.

I am, however, enclosing for your information, certified copy of said resolution and further wish to state that although the resolution calls for a payment by Messrs. Lee Benoist & Co. of $10.50 per share, that we have been permitting said Company to pay into the Trust Company $9.50 per share as per the original instructions, Messrs. Benoist & Co. paying us the difference of $1.00 pursuant to a special arrangement which the Griffith Company has with them.

If there is any further information relative to this matter, I will be pleased to give you the same upon request.

Very truly yours,

AHEB/GD

DAVID ROBINSON COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Kate Clayton Matter.

August 17th 1921.

Messrs. Ernst, Fox & Cane,
25 West 43rd Street,
New York City.

Dear Sirs:

Your favor of the 16th inst. addressed to Mr. Griffith has been handed to me for reply, since I represent Mr. Griffith and know all the details of the transactions of the purchase of the picture rights of "THE TWO ORPHANS". I will be glad to discuss the same with you at any time.

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

U.A

IN-RE McCLURES SYNDICATE

August 17, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:

Mr. O'Brien is up in Rhode Island with his family, for a little while, probably until the first of September.

Since he has gone, the folks out in California have been writing us about a matter that is intensely disturbing to Miss Pickford, and of course to everybody concerned.

It seems that sometime ago, she permitted a reportor to dupe her into some sort of a promise for an interview and a write-up about some of her career. I have not all of the facts at my command, but as well as I can gather the situation, McClures Syndicate are syndicating some articles supposed to be of or concerning her life, and among other disreputable stuff that they are publishing, have been some statements, as I understand it, which she conceives reflects on Mr. Griffith. It is causing her a great deal of distress and Mr. O'Brien asked me to write you at once, asking you to speak to Mr. Griffith about it, and tell him that the articles are wicked falsehoods, and that the stuff is being manufactured.

We are trying to run the thing to the bottom and get all the facts, so that we can bring libel suits if possible. Of course, we all realize that Mr. Griffith would know that Miss Pickford would not think, much less speak in any way that might reflect on Mr. Griffith, for whom she has the very highest admiration, but this is beside the question. It is causing her intense personal unhappiness and distress.

Mr. O'Brien wanted me to communicate this to you as early as possible.

With kindest regards,

Yours sincerely,

MLM/PE

Rehearsal August 18th, 1921.

Chevalier in dark costume and dark wig leaving place of exile to return to Paris.
Friend warns him that to return to France means death - he declares he will dare all and exits.

Jacques Forget Not and companions on tour of inspection.
Come to gates of Paris and warns the guards that they are not being careful enough of who goes and comes through their gates.
Chevalier comes on with farmer companion who secures his passage
Man at gate with loaf of bread under his arm - Farmer asks for it and is refused. Chevalier looks longingly at bread but does not ask -- gives farmer his last cent.
Jacques Forget Not sees Chevalier and follows him.

Chevalier on street before Henriette's apartment -- looks and enters. Jacques Forget Not follows him up steps and questions landlady - she tells of woman Chevalier visits. Jacques instructs companions to enter Henriette's apartment and arrest all who are within -- Jacques exits.

Henriette praying in her apartment when Chevalier enters. She is almost in his arms at their meeting when he drops weakly. He has fought bravely to get to her but collapses at the finish. She takes him to her breast and tells him he should not have come.

Jacques Forget Not waiting below to see that his orders are carried out.

Jacques' companions break in door -- Chevalier turns weakly -- he is taken prisoner as a suspect -- he weakly proclaims his innocence - Henriette protests -- she is arrested also for sheltering an emigree -- Chevalier in despair that she should suffer also --

S. T. "WHERE IS YOUR WARRANT?"

Bayonet is raised in answer to the Chevalier's question. They are both taken prisoner and Jacques exits when he sees them being taken off.

THE TRIAL -- Ten prisoners before Jacques Forget Not for trial -- one man telling his case -- all are ordered to the guillotine -- the nine protest -- he only orders them all beheaded.

Louise and Pierre being swept by the mob to the tribunal where trial is being held.

Chevalier pleading his case -- he is proclaimed guilty -- Jacques tells the story of his wrongs at the hands of the de Vaudrey family.

Henriette is called to the stand -- for sheltering an Emigree.

Louise hears Henriette's name called -- cries out --

S. T. "HENRIETTE! WHERE ARE YOU?"

Starts to rush to sister when soldier stops her --

Napoleon interferes and she is allowed to go on --

Meeting of the two sisters.

Soldier separates them without struggle.

Henriette's trial goes on.

S. T. "YOU SHELTERED THIS MAN , MAURICE DE VAUDREY?"

Robespierre in gallery recognizes Henriette -- gives sign that she be guillotined.

As Henriette is being led to tumbril cart Danton enters and meets her - realizes what has happened to her and swears to save her -- he goes before the Tribunal and asks this favor in the name of all he has done for France. The Judge refuses his plea -- he pleads with the jury -- they hesitate -- he implores them -- the Judge refuses -- Robespierre gives sign that they should grant his wish -- they will let these people go but get Danton himself -- Jacques leaves his post as judge and new judge writes acquittal of the prisoners -- Danton suspicious whatches Jacques -- they start to send messanger with reprieve but Danton stops him and takes it himself.

The Chevalier in death cart -- mob howling.

Henriette in the death cart -- cart stops and as crowd cheers sisters embrace for last time.

Jacques Forget Not goes into ante-room and directs his men to stop the reprieve.

Jacques running to Guillotine.

Danton on way to guillotine - mob following p- attempt to stop him - he throws them off and dashes on.

About three runs of Danton to the rescue.

Room between the Guillotine and the room where the prisoners wait.

Chevalier led up the steps - people watch - Henriette led up.

They turn and see each other -- Henriette sees man beheaded.

Chevalier and Henriette wait together - farewell of lovers-

Henriette led up first.

Pierre and Louise in the mob.

Danton coming - running.

Louise cries out in mob --

S. T. "TODAY I AM GLAD TO BE BLIND!"

Henriette's head on scaffold - Pierre sudden insane rushes up and slays executioner -- is dragged off by spectators - they prepare to go on with execution when Danton rushes on with reprieve -- saves Henriette -- takes her in his arms - starts to kiss her and looks over and sees Chevalier -- he hands her over to Chevalier - shakes his hand.

Chevalier and Henriette down the steps to Louise - embrace.

Pierre being dragged off -- Danton sets him free.

Pierre joins the others at the foot of the guillotine.

P-60-5M-7-17

2783030 - 100,000

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK

SECRETARY'S DEPARTMENT

NASSAU CEDAR LIBERTY AND WILLIAM STREETS

G. TROWBRIDGE, REGISTRAR

NEW YORK August 18, 1921.

WHEN WRITING TO COMPANY ALWAYS STATE POLICY NUMBER OR SUBJECT, AND REFER TO PREVIOUS CORRESPONDENCE, IF ANY.

Re Policy #2783,030 - D. W. Griffith.

D. W. Griffith Incorporated,
Orienta Point,
Mamaroneck, N. Y.

Gentlemen:-

In reply to your favor of the 11th inst. we are enclosing herewith a blank form of assignment No. 3602, which should be executed by the beneficiary, D. W. Griffith Incorporated, by its Treasurer under its corporate seal, transferring all right, title and interest in the policy to J. C. Epping. We should be furnished with a certified copy of the resolution passed at a meeting of the Board of Directors of D. W. Griffith Incorporated authorizing the transfer of the policy. The concurrence of the insured will not be necessary to transfer the beneficiary's interest.

We return herewith the "duplicate release" signed by D. W. Griffith Incorporated. We judge from your letter that it is not the intention that D. W. Griffith Incorporated release its interest. In such event the policy would revert to the insured.

Yours very truly,

G. Trowbridge

Registrar.

FFB/VL

(Enclosure)

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address "Kotromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, August 18, 1921

H. A. Duncan
Assistant Secretary

870.890.5-469

D. W. Griffith, Inc.,
c/o Banzhaf and Pembleton,
2 Rector Street,
New York City.

Gentlemen:-

We have received from the Central Union Trust Company, for cancellation, certificates Nos. NY-524/38 for 100 shares each Class "A" stock of your company standing in the name of W. H. Kottman.

In order that we may have the proper authority on file, we ask that you send us a certified copy of resolution of your Board of Directors, directing us to proceed with the cancellation of the certificates, having incorporated in the resolution a statement setting forth the purposes thereof.

Yours very truly,

H. A. Duncan

Assistant Secretary.

Music.

Augusth18th 1921.

Mr. Albert L. Grey,
1476 Broadway,
New York City.

Dear Mr. Grey:

I am enclosing herewith copy of letter which I mailed to Mr. Burkan under date of the 6th inst. relative to the within agreements with the American Society of Composers and Authors and I am also sending a copy of a letter received from said Society in reply to mine addressed to Mr. Burkan. It seems that Mr. Burkan forwarded a copy of my letter to the Society, which latter act I did not acticipate. However, I presume it will be all right in the long run. I wrote to the Society on receipt of their letter and told them that you were out of town and upon your return that you would get in touch with their General Manager, Mr. Rosenthal.

I have already spoken to Mr. Pesce about going over the music in "WAY DOWN EAST" to ascertain what selections have been used belonging to members of the Society and what have been used belonging to non-members as we will have to get consents from the both classes in order to send out printed scores. I showed to Mr. Pesce the within enclosed proposed agreement which the attorneys for Schirmer, Fox, Carl Fisher & Jungnickle have requested us to sign, most of which clauses are satisfactory, with the exception of that paragraph providing for payment of double the list price for the music used in "Dream Street", and also the paragraph regarding the prior musical scores.

I have also requested Mr. Pesce to go over these prior scores with a view of ascertaining how many selections were used in other productions made by Mr. Griffith so that we may estimate in a measure what the cost of such a proposed settlement would be. I am taking up this proposed contract with Mr. Burkan for his advice on the subject. I would suggest that you get in touch with Rosenthal at once, regarding the "Way Down East" and "Dream Street" music as far as the members of the American Society are concerned, and I am also enclosing herewith original letter of the Society dated April 4th and agreement dated April 6th which I obtained from you.

Very truly yours,

AHTB/GD
encs.

ERNST, FOX & CANE
COUNSELLORS AT LAW
25 WEST 43RD STREET
NEW YORK

BERNARD M. L. ERNST
MELVILLE H. CANE
DAVID J. FOX

TELEPHONE VANDERBILT 10421

August 19, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir: Lennards v. Stevenson.

Following our conversation of this afternoon, I beg to repeat without prejudice to the rights of my client that from the facts at my disposal Miss Lennards was employed by Mrs. Stevenson to dispose of the motion picture rights of "The Two Orphans"; that for such services she was to be paid the usual commission, to wit, ten percent on the purchase price; that in the fall of 1920 Mrs. Stevenson encouraged her in her negotiations with Mr. Griffith; that she delivered to her the manuscript of the play with the request that Miss Lennards familiarize herself with it so as to be able to discuss its merits and attractiveness for motion picture purposes; that Miss Lennards not only called on Mr. Griffith but wrote to him and in one instance that Mrs. Stevenson suggested certain points to be put in a letter which Miss Lennards wrote to Mr. Griffith while at Mrs. Stevenson's house.

It is also my contention that Miss Lennards was requested by Mrs. Stevenson to postpone her western trip in order to start negotiations with Mr. Griffith; that it was mutually understood that the matter once started should not be unduly pressed or rushed. In the absence of my client from the city negotiations were secretly resumed resulting in the sale of the motion picture rights of "The Two Orphans" to Mr. Griffith direct. The only inference which my client can draw therefrom and which the subsequent attitude of your client confirms is that she concluded the business with Mr. Griffith direct in order to deprive Miss Lennards of her lawful commissions.

I understand clearly your point of view which is based on your client's version of the matter, but unfortunately I cannot accept it. The purchase price being ten thousand dollars as you stated, it follows that in my judgment my client is entitled to one thousand dollars, which is a smaller sum than I had supposed she was entitled to before I heard from you what the purchase price was. The amount in controversy, therefore, is a small one.

While I should have no hesitancy in laying the

facts before a jury, I agree with you it is always preferable to settle a case, if possible. If, as appears, only five thousand dollars has been paid to Mrs. Stevenson and the remaining five thousand dollars is not to be paid until January 1st, I should advise my client to accept the sum of five hundred dollars in cash and the remaining five hundred dollars on January 1st.

Pursuant to your letter of the 15th I prepared a summons and complaint and have sent it to Miss Lennards for verification. Pending our present correspondence, however, I shall defer serving the papers.

Very truly yours,

Melville W. Bane

C:LF.

DWGschne

GEORGE M. REYNOLDS, CHAIRMAN BOARD OF DIRECTORS
ARTHUR REYNOLDS, PRESIDENT
JOHN JAY ABBOTT, VICE-PRESIDENT
DAVID R. LEWIS, VICE-PRESIDENT
HENRY C. OLCOTT, VICE-PRESIDENT & MGR. BOND DEPT.
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ALBERT S. MARTIN, ASSISTANT CASHIER
GEORGE ALLAN, ASSISTANT CASHIER
JOHN S. MACFERRAN, ASSISTANT CASHIER

CONTINENTAL AND COMMERCIAL TRUST AND SAVINGS BANK

CHICAGO

August 19, 1921.

Albert H. T. Banzhaf, Secretary,
D. W. Griffith, Incorporated,
130 W. 42nd St., New York City.

Dear Sir:

Re: D. W. Griffith, Incorporated.

We are in receipt of your favor of the 16th inst., enclosing a certified copy of resolution with reference to the authorization of the re-issue of 25,000 shares of Class A stock of D. W. Griffith, Incorporated, making the total authorization 125,000 shares.

We also acknowledge receipt of carbon copy of your letter of August 16th to the Central Trust Company of Illinois, in which you state the details in connection with the issuance of the 25,000 shares.

Proper notations are being made on our records accordingly.

Yours very truly,

Secretary.

LCD/M

Dwyche.

August 19th 1921.

Guaranty Trust Company of New York,
140 Broadway,
New York City. Attention Mr. H.A.Duncan, Asst.Sec'y.
Re: 870.890.5-469.

Dear Sir:

In reply to your favor of the 18th inst. relative to the above matter of request from the Central Union Trust Co. for cancellation of certificates #N.Y. 524-38 for 100 shares each, Class A stock of D.W.Griffith Incorporated, standing in the name of W.H.Kottman, I beg to advise as follows:

These certificates were issued in the name of W.H.Kottman, an employee of the Central Union Trust Co. for the purpose of being forwarded to Chicago with sight draft attached, to be delivered to one Edwin J. Learned through the Continental & Commercial Trust & Savings Bank of Chicago, Ill. The Central Union Trust Company forwarded said certificates to said Learned with sight draft attached for $22,500, but the same was not accepted by Learned and therefore the certificates were returned for cancellation, and you may therefore cancel said certificates as per instructions of said Central Union Trust Company since no sale thereof has been made.

I am sending for your information copy of my letter addressed to the Central Union Trust Co. under date of the 8th inst. and their letter to me under date of the 9th inst. in reply thereto, all of which more fully explains the aforesaid transaction, so that you may be fully advised thereof.

You may treat this letter as sufficient authority for the cancellation thereof as coming from me as Secretary of D.W.Griffith Incorporated and as attorney and general counsel for said Company.

Very truly yours,

AHTB/GD
Encs.

Offices of
Charles Dillingham
GLOBE THEATRE
Broadway & 46th Street
New York

August 20, 1921.

Mr. Sydney Herbert
352 West 46th Street,
City.

My dear Mr. Herbert:-

I am very glad indeed to hear that you can get work in Pictures, and I would like to see you get all that you can, but I must ask you to arrange to be present when the company is called for rehearsal which will be on September 19th. Notice of rehearsal, shall be sent out at a later date.

Yours faithfully,

F. G. Latham

TELEPHONE BRYANT 3880

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

August 20th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		93508		
Birth Of A Nation		29998		
Fall Of Babylon		448		
Picture U-3			27781	18329
		123954	27781	18329

Positive stock used

Eastman	114887
Belgian	21157
Agfa	15691
	151735

Negative stock used

Regular	17771
Panchro	558

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

August 22, 1921.

J. C. Epping, Esq., Treasurer,
D. W. Griffith Inc.,
Longacre Building,
Broadway and 42nd Street,
New York, N. Y.

Dear Sir:

We beg to advise you that we have this day received a check from the United Artists Corporation in the sum of $12,000. same to be applied on account of your note with our company dated May 11th, 1921 for $250,000.

Very truly yours,

R C Kortyer
Assistant Treasurer.

WHS/HGH
BANKING

E. F. S.

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, August 22, 1921.

H.R.Johnston
Assistant Treasurer

U.S. 213,186.79
CAN. 12,567.77
Cuba. 1,026.62
226,781.18
315,000.00
226,781.18
$88,218.82

Mr. D. W. Griffith,
c/o J. C. Epping,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

Receipt is acknowledged of the following checks:

On New York			$1286.00
do			164.50
On Canada		$112.00	
Less Exch.	10½%	11.76	100.24
		Total -	$1550.74

We have applied the above amount in reduction of your time loan to $88,218.82.

Yours very truly,

H.R. Johnston
Assistant Treasurer.

64-167-3

Wm. Frederic Peters

COMPOSER

Composer of the Music For

D. W. Griffith's Masterpiece "WAY DOWN EAST"

—ALSO—

"Mayor of Tokio" with Richard Carle. "The Purple Road" with Fred DeGresac. "Iole," with Robert W. Chambers.
"Passing Show of 1915" for J. J. Shubert. "Flying Colours," London Hippodrome, England, for Albert DeCourville.

"The Blue Flame" starring Theda Bara.
"Fires of Spring," with Robert McLaughlin.
"The Pearl of Great Price" with Robert McLaughlin } For A. H WOODS.

Mr Banzhaf

Englewood, N. J. .....Aug. 22nd.....*192*...

Mr Albert L. Grey.
General Mgr.,,
D. W. Griffith Inc.,,

Dear Sir:

In the last few days I have received Programmes from Different parts of the country whereby Mr Silvers is getting full credit for the music I composed for "Way Down East".

I also wish to call your attention to the fact that a Mr McCarthy on your staff takes it upon himself to write,, and I take, officially from your office ,, saying what is not true and injuring me by stating that "Mr Silvers and not Mr Peters composed the music of Way Down East" These letters I have and, in fact turned one over to your attorney Mr Banzoff.

Now Mr Grey, I do not ask for anything but what is just and right and I must ask you to kindly see that I get full credit for my work otherwise I will have to turn the matter over to my attorneys Mr Malevinsky and O'Brien.

Yours very truly,,

Wm. F. Peters

Phone 199-W Englewood.
Van Nostrand Ave.

see 12/31/20 -eb

Clayton

August 23rd 1921.

Mrs. Kate Stevenson,
305 West 45th Street
New York City.

Dear Mrs. Stevenson:

I am enclosing herewith copy of letter from Ernst, Fox & Cane, attorneys for Miss Lennards, which is self-explanatory.

You will note that these statements made by Miss Lennards to her attorneys raise a distinct question of fact as to whether or not you promised, intimated in any way, or even lead her to believe that you would pay her a commission provided you sold the "Two Orphans" to Mr.Griffith.

As previously stated to you, if this case goes to litigation it will resolve itself into a question of fact for the jury,as to whether or not such an understanding was had between you, and with due respect to you and believing your side of the case, I want to again point out to you that a jury under the circumstances would be very prone to take Miss Lennards side of the question. It is well established that on jury trials the jury usually decides against the person who has had the monetary gain in the transaction and there are sufficient facts, viz. Miss Lennards visit to Mr. Griffith and her writing the letter which would tend in the minds of the jury to co-oberate her version that such an agreement was made.

I am giving you all these facts fully and frankly in order that you may be fully advised of the situation and also because of the fact that I believe it would be cheaper for you in the long run to settle ascase of this kind rather than incur legal expenses, the loss of time and annoyance of defending such an action. As previously stated to you I will be glad to appear for you in this action but I will not have the time to try the case and should the case go to trial you would have to retain a trial lawyer to represent you. I may not be giving the advise which you would prefer to receive but I am giving my honest opinion and therefor suggest to you that you settle this case at the best possible figure, even up to the payments as demanded in the letter by the attorneys for Miss Lennards.

Kindly let me hear from you at your earliest possible convenience and oblige

AHTB:MD

Very truly yours,

J. L. PARRISH
M. H. COHEN
T. J. GUTHRIE
L. B. COHEN
J. L. PARRISH, JR.

PARRISH, COHEN & GUTHRIE
ATTORNEYS AND COUNSELLORS AT LAW
REGISTER AND TRIBUNE BUILDING
DES MOINES, IOWA

August 23, 1921.

D. W. Griffith, Inc.,
807 Long Acre Bldg.,
New York City, N. Y.

Gentlemen:

Attention: S. E. Silver.

In answer to your letter of August 19th beg to advise you that we have taken up the matter of a dismissal of the case of the Register & Tribune vs. D. W. Griffith, but he will not agree to a dismissal of the cause at this time.

As the case is not in the assignment, we cannot force the matter to trial until sometime next month.

Yours very truly,
Parrish Cohen & Guthrie

TJG.BBM

Music

August 24th 1921.

Mr. Nathan Burkan
1451 Broadway
New York City

Dear Mr. Burkan:

I am enclosing herewith copy of draft agreement along the general lines of which Schirmer et al wish us to sign relative to "Dream Street" music and other musical scores.

I meant to get over to see you about this personally but have thus far been unable to do so.

Will you kindly let me know when I may see you relative thereto.

I am supposed to give them an answer the first part of next week on this matter.

Very truly yours,

AHTB:MD

EGBERT GILLISS HANDY
EXECUTIVE CHAIRMAN

FRANCIS TREVELYAN MILLER, LL.D., LITT. D.
EDITOR-IN-CHIEF

RALPH SOMERVILLE THOMPSON
DIRECTOR OF PUBLICATION

Department of Editorial Research
OF
The Search-Light Library

(FOUNDED IN 1895)
450 FOURTH AVENUE
NEW YORK
(TELEPHONE 5023 MADISON SQUARE)

August 25th 1921.

Mr. D. W. Griffith,
New York,
N.Y.

My dear Mr. Griffith:-

You may recall the endorsement of my Historical Board at the inauguration of your HEARTS OF THE WORLD. It is needless to say that we have since watched your development of the Fine Art of Cinematography as a medium for national expression and historical record with increasing interest.

A matter has developed in our offices which may be of considerable value to you and your great work. While in Richmond, Virginia, a few days ago my attention was called by some of the leading Virginians to a very remarkable drama written by Miss Mary Staples Porter under title "MUSIC OF THE WINDS."

It was my pleasure to meet Miss Porter and to read her scenario. It is a most remarkable work and forms the foundation for a very great photo drama. Its imaginative and poetic quality in your masterful hands should result in an achievement which would mark a new epoch in motion pictures.

Miss Porter is now in New York and I understand that Victor Herbert is much interested in the possibilities of an operatic score for her "Music of the Winds." I have had several talks with Miss Porter and believe that she is a genius; there are big possibilities in her development. Her creative faculties, properly directed, should carry her work to a high position in American drama and letters during the next few years.

I have advised her to lay her script before you for your advice and judgment. I feel that this may result in a very notable achievement. Extending my highest regards, I am,

Very sincerely yours,

Francis Trevelyan Miller

Francis Trevelyan Miller (LL.D., Litt.D.)

FTM/CRA

Clapton

ERNST, FOX & CANE
COUNSELLORS AT LAW
~~Rikers Street~~ 25 West 43rd St.
NEW YORK

BERNARD M. L. ERNST
MELVILLE H. CANE
DAVID J. FOX

TELEPHONE ~~XXXXX~~ Vanderbilt 10421

August 25th, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir: Lennards v. Stevenson.

We are still awaiting your reply to our letter of the 19th. Will you be kind enough to give the matter your attention without further delay, and oblige

Very truly yours,
Ernst, Fox & Cane

C:LF.

C-2110 10/20
SUBSR'S COPY

Application for Additional Facilities and Service

The Subscriber hereby requests the **NEW YORK TELEPHONE COMPANY,** subject to his contract with said Company accepted Dec. 10-1919, to furnish the telephone facilities and service described on the reverse hereof for which he agrees to pay at the rates and in the manner specified in the Company's schedules of rates and regulations established from time to time, in addition to the service connection charges in force at the time of acceptance of this application.

It is understood and agreed that for any facility or service furnished hereunder and discontinued for whatever cause within a period of less than one month following its establishment, the Subscriber shall pay a sum equal to one-twelfth of the annual schedule rate in force for such facility or service at the time application therefor was accepted, less such sums as shall have been paid therefor by the subscriber to the Company.

(Subscriber) X D. W. Griffith Incorp.
Treas.

Witness ✓

Accepted AUG 25 1921 By **NEW YORK TELEPHONE COMPANY,**

By J. O. Murray
Contract Agent.

C-2121 11/18
SUBSR'S COPY

APPLICATION FOR TRANSFER OF CONTRACT

The Subscriber hereby requests the **NEW YORK TELEPHONE COMPANY** to transfer to him the contract between the third party hereto (Former Subscriber) and said Company accepted Dec. 10-19 and agrees to become, and assume all liability as, the "Subscriber" under said contract.

The third party (Former Subscriber) assents to this transfer.

(Subscriber) X D. W. Griffith Incorp.
Treas.

Witness By mail D. O. A.

(Former Subscriber) X John C. Epping

Accepted AUG 25 1921 By **NEW YORK TELEPHONE COMPANY,**

By J. O. Murray
Contract Agent.

SUBSCRIBER'S COPY

Call or Circuit No. Mamaroneck 0190

Facilities and Service referred to on reverse hereof.

		Monthly Rate at Date of Acceptance of Application (Month / Annum)
Extension / P. B. Exch.	Stations at $ ..... each	$
P. B. Exch.	Stations at $ ..... each	$
Switchboard / Sub-Switchboard	(minimum equipment) and Operator's Set	$
Additional Working Station Drops		$
Trunk		$
Auxiliary Line and Station		$
25 Miles	mlge @ 43.20 per mile	$ 90.00
794'	submarine mlge @ 3¢ per foot	$ 1.98 1/2
		$
Extra Listing		$
	Total	$ 91.98 1/2
Installation charge for ..... feet of circuit		$

Connected 9/20/21

Location Centre St

Listing or Other Information

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SUBSCRIBER'S COPY

Call No. MAMARONECK 1190-1-2-3-4-5

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Clayton matters

August 26th 1921.

Mrs. Kate Stevenson,
305 West 45th Street,
New York City.

Dear Mrs. Stevenson:

I have had a further conversation with Miss Lennards attorney and he among other things and advised me that he has a letter which Miss Lennards received from you during the Holidays in which you refer to "The Two Orphans" and advised her that you had received no reply from your joint letter addressed to Mr. Griffith and that you believed it would be just as well to let the matter rest for a few months in order to let the knowledge of the value of the story become more firmly impressed in Mr. Griffith's mind, or word of similar purport.

He also states that Miss Lennards has another letter from you asking her to take the matter up with Seligs at Chicago. All these letters will tend to co-operate her story in the minds of the jury and strengthen her case considerably.

I advised her attorney that you were absolutely sure of your contention of the matter viz. that no agreement was made with Miss Lennards and that you therefore did not owe her anything, but that, however, you authorized me to make an offer of a small settlement. The best offer that I could get fromthem in this connection was that they would accept $750. in settlement, $350. paid now and the balance $400. paid at the time you receive the second installment of $5000. due you in January.

I know that this is not your idea of a settlement but I do believe, however, that it should be accepted, and thus save yourself a great deal of annoyance, worry and expense caused by litigation.

Please let me hear from you at the earliest opportunity regarding your decision in this matter.

Very truly yours,

AHTB:MD

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

August 27th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives
Dream Street		1422		
Way Down East		182368		
Birth Of A Nation		40109		
Picture U-3			16105	19974
Picture U-2				461-Titles
		223899	16105	20435

Positive stock used

Eastman	123409
Belgian	63212
Agfa	53383
	240004

Negative stock used

Regular	20435

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK August 29, 1921.

J. C. Epping, Esq., Treasurer,
D. W. Griffith, Inc.,
Longacre Building,
Broadway & 42nd Street,
New York.

Dear Sir:

We beg to advise you that we have this day received check from United Artists Corporation in the sum of $12,000. for the week ending August 27th, the same to be applied on account of your note with our Company dated May 11th 1921 for $250,000.

Yours very truly,

Assistant Secretary.

C. S.

WS.C
Banking

Ctf of Deposit Dream St.

August 29th 1921.

Mr. J. C. Epping,
D. W. Griffith, Inc.
Mamaroneck, N.Y.

Dear Mr. Epping:

Enclosed please find copy of "Certificate of Deposit", original of which is signed by Dennis F. O'Brien showing a total of 667 shares of United Artists Corporation common stock owned by David W. Griffith, which is held in escrow by Mr. O'Brien.

Very truly yours,

MD

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION

August 29th 1921.

Mr. J. C. Epping,
1476 Broadway
New York City.

Dear Mr. Epping;

Enclosed please find copy of "Certificate of Deposit", original of which was signed by Dennis F. O'Brien, showing a total of 667 shares of United Artists Corporation common stock owned by David W. Griffith, is held on deposit.

Very truly yours,

MD

7-21 FORM 139

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

140 Broadway

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

New York, August 29, 1921.

US. -
Can. -
Cuba. -

213,894.79
12,599.18
1,026.62
227,520.59

Mr. D. W. Griffith,
c/o J. C. Eppinr,
D.W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

315,000.00
227,520.59
$87,479.41

Dear Sir:

We have received from the United Artists Corporation checks for

New York funds		$708.00 ok
Canadian funds	$35.00 ok	
Less exchange	3.59	31.41 ok
Total		$739.41

The total of $739.41 has been applied in reduction of your loan leaving a balance of $87,479.41.

64-167-2

Yours very truly,

Guaranty Trust Company of New York
Loan DEPARTMENT

H.P. Johnston,
Asst. Treas.

Two Orphans

August 30th 1921.

Mr. F.M. Guedalla,
Care Guedalla, Jacobson & Spyer,
Winchester House,
Old Broad Street, E.C.2,
London, ENGLAND.

Re: "THE TWO ORPHANS"

Dear Mr. Guedalla:

I have delayed acknowledging receipt of your favor of the 29th ult. regarding the above matter expecting to hear most any day from your Macaskie relative to the copyright situation in the United Kingdom and that of France and the rest of Europe.

It would seem to me that it would be advisable for the Griffith Company to purchase the motion picture rights at the best possible bargain you may be able to arrive at and thus place ourselves in a position of avoiding any question of litigation. We do not necessarily fear others producing a like production or trying to copy Mr. Griffith's version, but we do not wish to be enjoined from showing Mr. Griffith's production. I would therefore appreciate your earliest possible advices regarding this matter.

I have your other favors relative to contracts for "WAY DOWN EAST" and other subjects, but I am awaiting the return of Mr. O'Brien from his vacation to take the matters up further with him. If it is important that a contract be signed at once regarding "WAY DOWN EAST" you can consult with Mr. John Powers, whom you know is now in London at the Allied Artists Corporation office, representing the Griffith interest in reference to this matter.

Thanking you for your courtesies, I remain

Very truly yours,

AHTB/CD

U.A

NATIONAL ASSOCIATION OF THE MOTION PICTURE INDUSTRY
(INCORPORATED)

1520 BROADWAY NEW YORK CITY

FREDERICK H. ELLIOTT
EXECUTIVE SECRETARY

August 30, 1921.

Mr. A. H. T. Banzhaf,
130 W. 42nd St.,
New York City.

Dear Sir:

Enclosed is copy of a letter which we sent today by messenger to Miss Mary Pickford, Mr. Douglas Fairbanks and Mr. Charles Chaplin.

Very truly yours,

Frederick H. Elliott
nbb

FHE*NB

Executive Secretary

August 30, 1921.

Mr. Douglas Fairbanks,
Hotel Ritz-Carlton,
Madison Avenue & 46th St.,
New York City.

My dear Mr. Fairbanks:

In view of your presence in New York and the meeting of the Board of Directors of the United Artists Corporation scheduled for Wednesday, I believe the time is opportune to call to your attention the work of the National Association of the Motion Picture Industry -- which is now entering its sixth year as a potent organization for dealing with matters which vitally concern the industry as a whole as well as its component individuals and companies.

On various occasions when important issues, involving the welfare of the industry, have arisen which required unity of action by producers and distributors, the same have been submitted to Mr. Hiram Abrams, General Manager of the United Artists Corporation for consideration. He has invariably advised that such matters must be submitted to you, Miss Pickford and Mr. Chaplin on the coast.

The result has been that the other producers and distributors have acted in unison through the National Association without the participation of the United Artists Corporation or any of its producing organizations, with the exception of Mr. D. W. Griffith, who is a member of our Producers Division and as such bears his proportionate share of the expense necessary in carrying on the important defense work of the industry.

Under normal conditions the Executive Staff of the association numbers twenty-two individuals, headed by William A. Brady, President. For the past two years we have maintained offices in the Albee Building in Washington, D. C. Under the supervision of an able and efficient manager.

Our budget for the past year amounted to $209,141.60, including the expenses of the association's committees operating in thirty-six states, in thirty-four of which censorship measures were defeated, with a resultant saving to the industry in license fees and other attendant expenses of approximately $2,500,000. The saving of this tremendous sum is participated in by all producers and distributors, irrespective of their membership in the National Association and irrespective of the character of their product, because license fees are exacted by censorship states on all pictures exhibited therein.

You will doubtless concede that the United Artists Corporation and your own producing unit, together with that of Miss Pickford and Mr. Chaplin have profited financially through the work of the National Association, which includes in its membership Associated First National Pictures, Inc., J. Stuart Blackton Feature Pictures, Inc., Wm. A. Brady Picture Plays, Inc., Famous Players-Lasky Corporation, Fox Film Corporation, Goldwyn Pictures Corporation, D. W. Griffith Enterprises, International Film Service, Jesse L. Lasky Feature Plays, Co., Metro Pictures Corporation, Realart Pictures Corporation, S-L Pictures, The Selznick Corporation, Norma Talmadge Film Company, Constance Talmadge Film Company, Triangle Distributing Corporation, Universal Film Manufacturing Company, Educational Film Corporation of America, Thomas H. Ince, Mack Sennett Comedies, Kineto Company of America, Joseph M. Schenck, Robertson-Cole Pictures Corporation, and a large number of other companies and individuals. The producers and distributors of 90% of the motion pictures exhibited in this country are members of the National Association.

I am sending you copies of our annual reports for the last two years with the belief that just a hurried glance will enable you to realize the extent of the association's accomplishments and its importance to the welfare of the industry with which you are so prominently identified.

I sincerely hope that at your board meeting you will seriously consider these facts and that in a spirit of fair play to the other supporting companies you will take the necessary action to affiliate with the National Association not only the United Artists Corporation, but also your own producing company thus cooperating with your contemporary producing and distributing organizations in the necessary defense work of the motion picture industry.

Very truly yours,

FHE*NB

Executive Secretary.

Mamaroneck, N. Y.
August 30th, 1921.

Mr. Francis Trevelyan Miller,
The Search-Light Library,
450 Fourth Avenue,
New York City.

Dear Sir:--

Mr. Griffith has requested that I reply to your recent letter to him and assure you that every possible courtesy and consideration will be extended to Miss Mary Staples Porter and "MUSIC OF THE WINDS".

Very truly yours,

Secretary to Mr. Griffith

BELASCO THEATRE

FORTY-FOURTH STREET, NEAR BROADWAY

NEW YORK CITY

Under the Sole Management of

DAVID BELASCO

7

September 1, 1921.

Mr. Sidney Herbert
352 W. 46th Street, Apt. 5 E.
New York City.

My dear Mr. Herbert:-

Please note that the first Assembly of the company engaged by Messrs Belasco & Erlanger for "THE WANDERING JEW", will take place at the Knickerbocker Theatre, Monday, September 19th., at 11:00 a.m.

Yours faithfully,

F. G. Latham
Per H.C.

Please confirm:

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

DUPLICATE ~~XXXXXXX~~ COPY

42NY C 72 NL

FY NEWYORK N~~Y~~ SEP 2 1921

DAVID W GRIFFITH

GRIFFITH STUDIOS MAMARNOECK NY

WOULD LIKE TO RUN FULL PAGE PHOTOGRAPH YOURSELF ALSO EXTRA PAGE ADVERTISING IF POSSIBLE IN CONNECTION WITH YOUR PUBLICITY THE TWO ORPHANS ON WHICH YOU ARE USING SUCH EXTENSIVE SPACE IN ~~XXX~~ OTHER PUBLICATIONS DO YOU THINK IT RIGHT TO IGNORE OUR MAGAZINE TERMS HAVE ALREADY BEEN DISCUSSED WITH MR GRAY MAY WE HAVE THE PLEASURE OF YOUR IMMEDIATE ORGANIZATION THRU MR GRAY TO CATCH OUR OCTOBER ISSUE CLOSING IN A FEW DAYS

BROADWAY BRECITES

747A SEP 8 1921

over for reply

Sept 12 '21

Telegram to
S. S. Clow
Pub. Bdwy Brevities

Our adv. council finds itself unable to avail itself of the opportunity to take 2 pages in your act issue. Thanking you for your courtesy

Yrs Sincerely

Filated by Mr. Floyd

COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Music

September 2nd 1921.

Mr. Albert L. Grey, Vice-Pres.& Gen.Mgr.,
D.W.Griffith, Inc.,
1476 Broadway,
New York City. Re: Schirmer, Fisher, Jungnickle & Fox, et al.
"Dream Street" music matter.

Dear Mr. Grey:

I am still worried about the situation regarding the "Dream Street" music and that of "Way Down East" and the other scores wherein we have used copyrighted musical productions for the reason that the time is now rapidly approaching when we must give the attorneys for these concerns a decided answer along the lines of the proposed contract, a copy of which I mailed to you under date of August 18th last, and subsequently mailed to Mr. Burkan with request that he take the matter up with you directly. You will remember that I requested Mr. Pesce when this matter first came up to go over "Dream Street" music, also "Way Down East", "Broken Blossoms" and "The Love Flower" and all other scores with a point of view to find out how many selections of the above-named composers were used in said productions in order to ascertain the estimated cost of complying with the requirements of the agreement as that proposed by the attorney for the aforesaid publishers.

If we do not amicably adjust this matter these concerns can get an injunction against us, restraining us from using printed scores of "Way Down East" and "Dream Street", also any other music which we may have used belonging to them, and if they take these legal steps they will also go back and inquire into the publication of other scores, which may mean the beginning of a ~~numbers~~ number of actions against us.

It is not so much the amount of damages which we may have to pay if this should take place, as would be the great number of actions which would be brought, each one of which would carry their respective penalties, and even though the court might limit the fines to $250. in each case, yet court costs and other expenses involved in each such litigation would be, comparatively speaking, tremendous.

Besides this we would be compelled to immediately call in all music scores, destroy the unlawfully printed music and send out instead new cue-sheets, which would involve in

in itself considerable expense, annoyance and possible improper presentation of the productions by the exhibitors. The latter is possibly the most important feature of the controversy and if the matter is amicably settled and adjusted all the foregoing possibilities may be avoided.

Mr. Schwartz of Burkan's office stated that he would take this matter up with you and advise the best course to pursue, and I am therefore writing this letter in the nature of a gentle reminder to bring this matter to a hasty conclusion.

I may be unduly apprehensive about this situation, but I can appreciate the serious consequences if these publishers and all others who may be influenced by their action would pounce upon us with a number of injunctions and claims for damages.

Aside from this all is well.

Very truly yours,

AHTB/GD

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

September 3, 1921.

J. C. Epping, Esq., Treasurer
D. W. Griffith, Inc.
Longacre Building
Broadway & 42nd Street
New York City.

Dear Sir:

We beg to advise you that we have this day received check from United Artists Corporation in the sum of $12,000. for the week ending September 3rd, the same to be applied on account of your note with our Company dated May 11th, 1921 for $250,000.

Yours very truly,

R. C. Porter

Assistant Treasurer.

RW:DR
Banking.

W. P. B.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES

ORIENTA POINT

MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

September 3rd 1921...

Report of work done during week.

	Tests	Releases	Samples	Negatives
Way Down East		106061		
Birth Of A Nation		41476		
Picture U-3			40693	39467
		147537	40693	39467

Positive stock used

Eastman	116221
Belgian	28393
Agfa	43616
	188230

Negative stock used

Eastman	39467

Personal

218, Maryland Ave. N.E.
Washington D.C.
Sept. 3rd 1921.

Mr. David Wark Griffith,
Mamaroneck, New York.

My dear Mr. Griffith:-

I have been endeavoring with my great interest here to make for myself as a personal memento a most interesting collection of autographs of eminent men and women throughout the world. My success has been such that I now have

in my possession a very considerable yet an incomplete accumulation of mottoes, bon mots, and various other little letter form expressions, wishes etc, in their own handwriting of a great many of the most illustrious men and women throughout the world, may I with greatest kindness ask you to please become a part of my collection and write me some little word

for my Oration? I assure
you I would most gratefully
appreciate this great honor;
I just thought your great
production The Birth of a Nation
was wonderful, I saw it
four times, and could have
easily seen it four hundred
times. I am a Southerner
born on Kenilworth Sugar
Plantation, in the Parish of
St Bernard, Louisiana then
owned by my father, 29

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, FILM LIBRARY

(4)

Years ago, my father was for many years in public life you possibly may have known of him, he served in Congress from the New Orleans 1st Louisiana district from 1908 until his death on April 28, 1919, and served as Governor of La 1900 to 1904, he was a Confederate soldier, Sgt, 28th La Volunteers 1862-1865 — Sam a disabled veteran U.S. Marines, served soon am presently taking a course in Vocational training Commercial Art, Thanking you most gracefully for any little kindness or consideration Sam, with kind regards — most sincerely yours

Louis B. Estopinal

Address on the floor of the U.S. House of Representatives of the 66th U.S. Congress, by the late Hon Champ Clark, M.C. Missouri former Speaker — delivered Feb 29 — 1920.

Address of Mr. Clark, of Missouri

Mr. Speaker: I desire to add a few words of affection and esteem of Gen. Estopinal to the remarks of his other friends who have spoken touching his life and character.

Death has been busy among the Democratic membership of the House of the Sixty-sixth Congress—Sulzer of Alaska, Van Dyke of Minnesota, Burnet of Alabama, Ragsdale of South Carolina, Watson of Virginia, Thompson of Oklahoma, Estopinal of Louisiana, ranging in age from Sulzer and Van Dyke, who were in the morning of life, to Gen. Estopinal, whose span of life exceeded the psalmist's allotment of threescore and ten. So he had a long and useful existence—a benefaction to his country and his kind.

He was one of the best friends, personal and political, that I had in the House or out of it, and as such I sincerely mourn his departure from our midst. He was one of the most dependable of the sons of Adam, and dependableness is one of the most valuable of human characteristics. What he was, he was—honest, honorable, kind, courteous, industrious, faithful as the needle to the pole.

He did his duty and did it well in all the relations of life. In his youth he was a volunteer soldier. In civil life he was sheriff, member of the legislature, State senator, member of the constitutional convention, lieutenant governor, and for many years a Representative in Congress. In every position he ever held he enjoyed the confidence of all who knew him, and won both their respect and affection.

He was a modest man and was not much given to speech making, but he was a safe and sane counselor, active and valuable in committee work, and, so long as

Dear Mr. Griffith, I am taking great pride in sending you a copy of a beautiful little tribute paid to the memory of my dear father in the U.S. Congress by his close friend the late Speaker Champ Clark

his health permitted, constant in his attendance on the sessions of the House.

He was a delightful companion, an interesting conversationalist, and his heart was as tender as a little child's. His large and varied experience in war and in peace had given him a vast mass of interesting reminiscences on which he drew freely in private association. His knowledge of French caused me while Speaker to call on him to translate communications in that language, which he did cheerfully and well.

Louisiana has contributed many men of note to the service of the Republic. Among these Gen. ESTOPINAL will hold a high place in the memory and hearts of the people of Louisiana. His splendid record is part of the priceless archives of the great State which heaped honors upon him and which he honored by his work and by his example.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

9/5/21.

1119 Tamarind Ave.,
Hollywood, Cal.

My dear Miss Weiner:-

Over two months ago my Mother wrote a very personal, as well as business letter to Mr. Griffith. To get she has received no reply and feels very badly and very much hurt. I cannot believe he received it himself for I do not think he would intentionally disregard it. I am writing to you as his secretary to ask you to look into it. This may not mean any-

thing to you but does mean much to both Mother and myself.

I hope to hear from you in the very near future.

Believe me

Sincerely,

Agnes Harron.

September 7 1916

1919 Tamarind Ave.
Hollywood, Calif.

My dear Miss Weiner,

I am enclosing herewith the returned receipt of the registered letter sent to Mr. Griffith at the Studio in Mamaroneck. I almost destroyed this receipt, but on second thought, decided to keep it. I now see by the receipt that the letter was received by S. Barge.

Regretting any inconvenience this may have caused you, and with heartfelt thanks for

the clipping which you sent me about dear Bobby.

Believe me,

Most sincerely.

Anna Harron

Sept 6 1921

Enormity
London England

Think could put through same proposition offered you on East for Orphans Hope you do not let this opportunity escape Cable Regards

Grey

7-21 FORM 13a

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

140 Broadway

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

New York, September 6, 1921.

Mr. D. W. Griffith,
C/o Mr. J. C. Epping,
Orienta Point, Mamaroneck, N. Y.

D. W. Griffith Studio.

U.S. 315170.79
Cuba 1166.62
Canada 1263.50
228967.91

Dear Sir:

We confirm having received from the United Artists Corporation the following funds:

New York checks - - - - -		$ 140.00
		1,276.00
Canadian check- $35.00		
Less 10½% discount - - - - -	3.68	31.32
Total - - - - - -		$1,447.32

315,000.00
228,967.91
$86,032.09

This amount has been applied in reduction of the principal of your loan, leaving a balance of $86,032.09.

Yours very truly,

66-167-1

Guaranty Trust Company of New York
LOAN DEPARTMENT

G.T.Scherzinger, Asst.Treas.

ERNST, FOX & CANE
COUNSELLORS AT LAW
25 WEST 43RD STREET
NEW YORK

BERNARD M. L. ERNST
MELVILLE H. CANE
DAVID J. FOX

TELEPHONE VANDERBILT 10421

September 6th, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Lennards v. Stevenson.

Dear Mr. Banzhaf:-

I am sorry that you were not in when I called this afternoon.

Enclosed you will please find various papers looking toward a settlement of the above entitled matter. It seems more convenient formally to bring suit and therefore I am enclosing herewith a copy of a summons and complaint prepared last month. Please let me have a notice of appearance.

I am enclosing a proposed agreement for the settlement of the action thus brought, together with a form of letter for Mrs. Stevenson to sign, which in turn D. W. Griffith, Inc. and D. W. Griffith individually should acknowledge by way of a letter to me.

Please telephone me if this is satisfactory and I will have my client execute her copy of the agreement.

Thanking you for your assistance in adjusting this matter, I am

Very truly yours,

Melville H. Cane

MHC:S

Sept. 7 1921

Albert Grey

Replying to your cable I accept your offer for Great Britain regarding the Two Orphans stop Cable date your sailing money will be ready on your arrival Kindest regards

Wertheimer

September 7th 1921.

Mr. Melville H. Cane,
Ernst, Fox & Cane,
25 West 43rd Street,
New York City.

Dear Mr. Cane:

I have your favor of the 6th inst. enclosing proposed letter to be signed by Mrs. Stevenson, also one to be signed by the Griffith Company and copy of a proposed settlement agreement. You referred to enclosing a copy of the summons and complaint, which were not enclosed. I presume this was an oversight.

I will immediately get in touch with Mrs. Stevenson and have her go over the agreement.

I would also request that if she signs this agreement that on the final payment Miss Lennards execute a general release and deliver the same to Mrs. Stevenson at the time of the settlement and discontinuance of the action.

Very truly yours,

AHTR/CD

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

September 7th 1921.

Mrs. Kate Stevenson,
305 West 45th Street,
New York City.

Dear Mrs. Stevenson:

Will you kindly call at my office some day this week in order to go over the proposed settlement of the case of Miss Lennards against you in the sum of $750., $250. payable in cash, and the balance $500. to be paid on or before January 2nd next, and oblige

Very truly yours,

AHTB/GD

New York City, Sept. 7, 1921.

Jack's Express,

New York, N. Y.

Dr. to "Hearts of the World"

720 Longacre Building
New York, N. Y.

NOTE—MAKE CHECK PAYABLE TO "HEARTS OF THE WORLD" AND FORWARD TO 720 LONGACRE BUILDING, 1476 BROADWAY, NEW YORK CITY

	Two Reels, Reel 1 and 2 of "Hearts of the World" lost on Sept. 2nd. 2000 feet @ 6¢ per foot	120.00	

D.W. Griffith Service

"The Fall of Babylon"
"The Mother and The Law"
"Hearts of the World"

GENERAL OFFICES
303 LONGACRE BLDG., NEW YORK CITY
Phones, Bryant 6761-6762

Albert L. Grey
GENERAL MANAGER

Sept. 7, 1921.

Jack's Express,
138 West 46th St.,
New York, N. Y.

Gentlemen:

We are attaching herewith our bill for two reels of "Hearts of the World" lost from your wagon on Friday, September 2nd.

Will you kindly let us have your check for this by return mail.

Thanking you, we remain

Very truly yours,

D. W. Griffith Service.

CC

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

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Telegram	
Day Letter	Blue
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43NY C 48 NL 3 EXTRA

FY NEWYORK NY SEPT 8 1921

DAVID W GRIFFITH

GRIFFITHS STUDIOS MAMARONECK NY

1/90 8 05a 9/9/21

AM WITHOUT REPLY TO MY WIRE ON LAST WEEK STATING MY DESIRE TO HAVE YOU TAKE A PAGE IN THIS ISSUE OF BREVITIES I WOULD EXPECT AT LEAST THE COURTESY OF A RESPONSE I CANNOT UNDERSTAND WHY YOUR ADVERTISING IS PLACED ELSEWHERE AND BREVITIES IGNORED

S G CLOW

PUBLISHER OF BREVITIES

802A SEPT 9 1921

call later

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

Orphans,

COPY OF

[redacted]

CABLEGRAM Sept. 8/21

F M GUEDALLA LONDON ENGLAND

CABLE FULLY COPYRIGHT SITUATION ORPHANS ESPECIALLY ENGLAND

PEMBAN

charge Banzhaf -130 West 42nd St. 26th floor

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO. FR

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Telegram unless otherwise indicated by signal after the number of words—"Blue" (Day Letter) "N.L." (Night Letter) or "Nite" (Night Telegram) Form 16Dbl

B 5 RA NF 417/416 MARCONI FIRST SHEET 50

LONDON

153 West 42nd St. Bry. 643

ALBERT GREY

GACRE BLDG 42 STREET BROADWAY NEWYORK

REGARDING TWO ORPHANS AGREEMENT THE FOLLOWING ADDITION REQUIRED STOP CLAUSE FIRST TEN YEARS STOP CLAUSE FOURTH END PARAGRAPH ONE ADD AFTER "THIS CONTRACT" IT FURTHER AGREES FROM TIME TO TIME DURING THE LIFE OF THIS CONTRACT TO LOAN THE ORIGINAL NEGATIVE

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

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2/5 RA NF 50 MARCONI

LONDON

153 West 42nd St. Bry. 643

GREY

NEWYORK

TO THE LESSEE IN LONDON AT THE LESSEES COSTS IN ALL THINGS FOR PERIODS OF NOT MORE THAN SIX WEEKS AT ANY ONE TIME AFTER ARRIVAL IN LONDON TO ENABLE THE LESSEE TO TAKE SUCH PRINTS AS REQUIRED AND FOR NO OTHER PURPOSE WHATSOEVER THE LESSEE UNDERTAKING TO RESHIP TO

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

TELEGRAM

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3/B 5 RA NF 50 MARCONI

LONDON

158 West 42nd St. Bry. 643

GREY

NEWYORK

THE LESSORS IN NEW YORK THE SAID NEGATIVE AT THE LESSEES COSTS IN ALL THINGS IMMEDIATELY ON THE EXPIRATION OF EVERY SUCH PERIOD OF SIX WEEKS THIS IS IN ADDITION TO PURCHASING AMERICAN PRINTS STOP CLAUSE SIXTH WISH TO INSERT AFTER WORD "PLUS" AND IN SUBSTITUTION FOR WORDS SEVEN

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

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TELEGRAM

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4/B 5 RA NF 50 MARCONI

LONDON

158 West 42nd St. Bry. 643

GREY

NEWYORK

AND ONE HALF PERCENT THEREOF THE FOLLOWING WORDS "INTEREST AT THE RATE OF SEVEN AND ONE HALF PERCENT PER ANNUM UPON THE SAID SUM OF NINETY THREE THOUSAND DOLLARS OR SUCH PART OR PARTS THEREOF AS SHALL FROM TIME TO TIME REMAIN OUTSTANDING FROM THE DATE HEREOF UNTIL SUCH TIME

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

TELEGRAM

DELIVERY NO.

JR

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6/B 5 RA NF 51 MARCONI

LONDON

GREY

NEWYORK

158 West 42nd St. Bry. 643

BY THE LESSEE TO BE CALLED WORLDS MASTER PRODUCTIONS LIMITED OR OTHERWISE UNREASONABLY WITHHELD" STOP CLAUSE FIFTEENTH CLAUSE MUST START WITH THE WORDING "IN THE EVENT OF THE FILING OF A PETITION" FIRST TWENTY WORDS IN CLAUSE TO BE TAKEN OUT AS YOU CANNOT EXPECT TO TERMINATE FOR ANY

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

TELEGRAM

DELIVERY NO.

JR

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5/B 5 RA NF 50 MARCONI

LONDON

158 West 42nd St. Bry. 643

GREY

NEWYORK

AS THE SAID SUM OF NINETY-THREE THOUSAND DOLLARS IF FULLY REIMBURSED TO THE LESSEE"STOP CLAUSE TENTH RIGHT TO USE MY OWN ADVERTISING MATTER AS WELL AS YOURS STOP CLAUSE THIRTEENTH ADD WORD "SUCH CONSENT NOT TO BE WITHHELD FOR AN ASSIGNMENT TO A COMPANY ABOUT TO BE FORMED

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

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7/B 5 RA NF 50MARCONI

LONDON

158 West 42nd St. Bry. 643

GREY

NEWYORK

TRIFLING BREACH STOP ADDITIONAL CLAUSE IN THE EVENT OF THE NONCOMPLETION OF THE SAID PRODUCTION OF NONDELIVERY OF PRINTS OF THE COMPLETE PRODUCTION AS MAY BE REQUIRED BY THE LESSEE WITHIN THE PERIOD OF NINE CALENDAR MONTHS FROM THE DATE HEREOF THE LESSER WILL IMMEDIATELY UPON DEMAND IN WRITING BY

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

TELEGRAM

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8/B 5 RA NF 50 MARCONI

LONDON

GREY

158 West 42nd St. Bry. 643

NEWYORK

THE LESSEE REPAY TO THE LESSEE THE SAID SUM OF NINETYTHREE THOUSAND DOLLARS STOP IF YOU WILL IMMEDIATELY CABLE CONFIRMING ABOVE ADDITIONS TO THE AGREEMENT AND SIGN YOUR CABLE ALBERT GREY VICEPRESIDENT I WILL THEN IMMEDIATELY PAY MACCARTHY NINETYTHREE THOUSAND DOLLARS STOP I AM ASKING NOTHING UNREASONABLE BUT FOR MUTUAL

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

TELEGRAM

DELIVERY NO.

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This is a fast Telegram unless otherwise indicated by signal after the number of words:—"Blue" (Day Letter) "N.L." (Night Letter) or "Nite" (Night Telegram) Form 16Dbl

9/B 5 RA NF 15 MARCONI

LONDON

158 West 42nd St. Bry. 648

GREY

NEWYORK

BENEFIT STOP MACCARTHY IS ANXIOUS TO LEAVE LONDON NEXT MONDAY CABLE REPLY URGENT KINDEST REGARDS

WERTHEIMER

ERNST, FOX & CANE
COUNSELLORS AT LAW
~~XXXXXXXXXXXX~~ 25 West 43d Street
NEW YORK

BERNARD M.L. ERNST
MELVILLE H. CANE
DAVID J. FOX

TELEPHONE ~~XXXX~~ Vanderbilt 10421.

September 8th, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf: Lennards v. Stevenson.

I have your letter of the 7th and will arrange at the proper time to have Miss Lennards execute a general release and deliver the same to Mrs. Stevenson at the time of the settlement and discontinuance of the action.

A copy of the summons and complaint was omitted by inadvertence, and I am enclosing it herewith.

I trust that you will be able to close this matter this week.

Very truly yours,

M H Cane

C:LF.
Encl.

Sept. 8

Enormity
London

Your cable received Working on proposition Will cable you definitely later Regards

Grey

U

Dwy

THE CORPORATION TRUST COMPANY

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THE CORPORATION COMPANY

September 8, 1921.

RE: D. W. G. CORPORATION.

Banzhaf & Pembleton, Esqs.,
130 W. 42nd Street,
New York, N.Y.

Gentlemen: Attention Mr. Banzhaf.

To prepare the certificate of dissolution by unanimous consent of stockholders, we shall need the names and residences of directors and officers.

The cost will be approximately as follows:

Secretary of State	$23.50
Recorder	1.25
The Corporation Trust Company, Services in dissolution	50.00
Total	$74.75

Yours very truly,
THE CORPORATION TRUST COMPANY,

H. S. Perrigo

Assistant Secretary.

CBMcB:F

Form 1228

Charge to the account of D W Griffith Inc. $

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Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Sept 9 1921

DEFERRED RATE CABLE

Enormity
London (England)

To avoid any possible misunderstanding following is offer we will accept Two Orphans United Kingdom ninetythree thousand dollars cash you get your money back plus seven and half percent profits divided thereafter fifty fifty Presentation under our supervision If you will accept this McCarthy or ny self will sail September seventeenth Cable immediately Regards

Grey

MARIE F. LENNARDS

with

KATE CLAXTON STEVENSON

" " " " " " " " " " " " " " "

AGREEMENT

" " " " " " " " " " " " " " "

Dated, New York, Sept. 1921

ERNST, FOX & CANE
COUNSELLORS AT LAW
25 WEST 43RD STREET
NEW YORK

AGREEMENT made this 9th day of September, 1921 between MARIE F. LENNARDS of the City of New York, party of the first part, hereinafter referred to as "Lennards", and KATE CLAXTON STEVENSON of the same place, party of the second part, hereinafter referred to as "Stevenson",

WITNESSETH:-

WHEREAS Lennards has brought suit in the Supreme Court, New York County against Stevenson to recover a sum equal to ten percent of the amount received by Stevenson from the sale of the motion picture rights of a play entitled "The Two Orphans", and

WHEREAS it appears that the amount of the purchase price is $10,000., and

WHEREAS it is the desire of the parties to adjust their differences and to settle the aforesaid litigation,

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and the sum of One dollar (1.) lawful money of the United States, each to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed

FIRST:- Stevenson agrees to pay Lennards and Lennards agrees to accept in full settlement of all claims and demands arising out of any and all claims of any kind, nature and or description whatsoever the sum of Seven hundred and fifty (750) dollars, of which the receipt of Two hundred and fifty (250)dollars ishereby acknowledged, the balance to be paid

MTC.

on or before January 3rd, 1922.

SECOND:- As additional security for the payment of said claim, Stevenson agrees to direct D. W. Griffith, Inc. a Maryland corporation, ~~and D. W. Griffith individually~~, by a letter signed of even date hereof, to pay over to ERNST, FOX & CANE, attorneys for Lennards, the sum of Five hundred (500) dollars, on or before the second day of January, 1922 out of the balance of the purchase price of "The Two Orphans" still owing to Stevenson under an agreement dated May 31, 1921.

MAC.

THIRD:- It is further agreed between the parties that on the failure of Stevenson ~~or D. W. Griffith~~, Inc. ~~or D. W. Griffith individually~~ to make the aforesaid payment of $500 on or before the 3rd day of January, 1922, Lennards shall be entitled to enter judgment for the balance of Seven hundred and fifty (750) dollars of her entire claim of One thousand (1,000) dollars, together with the costs and disbursements of the action.

Stet.

MAC

FOURTH:- On payment of said sum of Five hundred (500) dollars, being the balance in settlement, either party may enter an order discontinuing said action without costs as against the other and without notice, and the said Lennards will deliver a general release to the said Stevenson.

MAC.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above written.

In the presence of : Marie F. Lennards (L.S.)

Malcolm B. Bane

(L.S.)

NEW YORK SUPREME COURT
COUNTY OF NEW YORK

- -x

MARIE F. DENNARDS,

Plaintiff

-against-

KATE CLAXTON STEVENSON,

Defendant.

- -x

IT IS HEREBY STIPULATED and agreed by and between the attorneys for the respective parties hereto that the defendant's time to answer be and it hereby is extended to January 3rd 1922.

DATED: September 9th 1921.

Attorney for Plaintiff.

Albert H. Barnhart
Attorney for Defendant.

September 9th 1921.

D.W.Griffith, Inc.,
c/o Albert H.T. Banzhaf,
130 West 42nd Street,
New York City.

Gentlemen: Lennards v. Stevenson.

I hereby authorize and direct you to pay to Messrs. Ernst, Fox & Cane, attorneys for Marie F. Lennards, the sum of $500. out of the balance still due me from the purchase price by you of the motion picture rights of "THE TWO ORPHANS" under the agreement dated May 31, 1921, said payment to be made on or before January 2nd, 1922, and charge the same to my account, leaving a balance due and owing me under the terms of the said contract in the sum of $4,500.

Kindly acknowledge the receipt hereof and also be good enough to advise Messrs. Ernst, Fox & Cane by letter that you will comply with my direction as aforesaid.

Thanking you, I am

Very truly yours,

Walter E. Stevenson

September 9th 1921.

Messrs. Ernst, Fox & Cane,
25 West 43rd Street,
New York City.

Gentlemen:

I beg to acknowledge receipt of letter from Mrs. Kate F. Stevenson, directing us to make payment to you in the sum of $500. on or before January 2nd 1922, and charge the same to her account. This we are willing to do, and will make the payment as instructed by Mrs. Stevenson.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____
Secretary.

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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MAMARONECK 1190

September 10th 1921.

Report of work done during week...

	Tests	Releases	Samples	Negatives
Way Down East		206707		
Birth Of A Nation		42122		
Picture U-3			26421	28362
		248829	26421	28362

Positive stock used

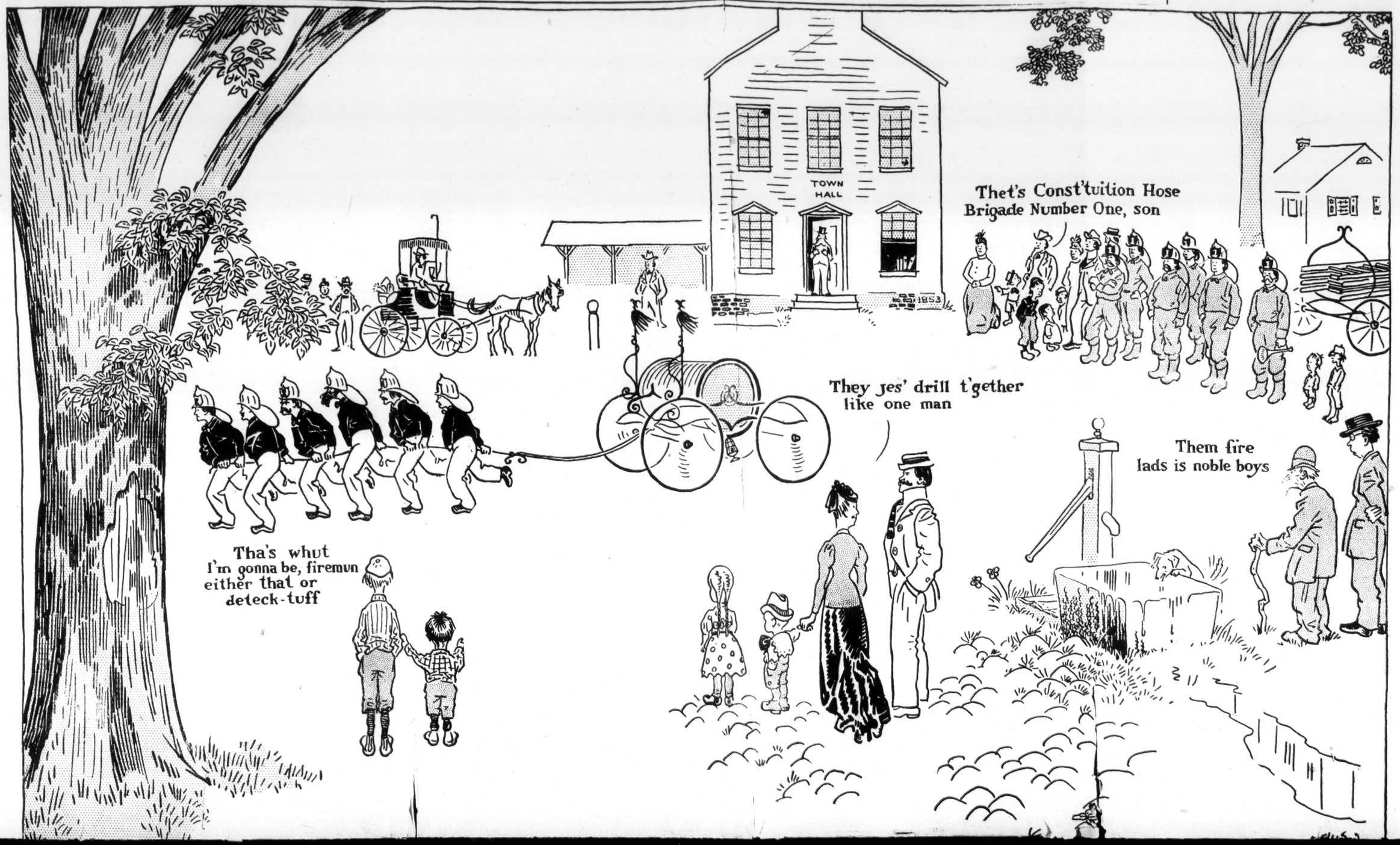
Eastman	126285
Belgian	74989
Agfa	73976
	275250

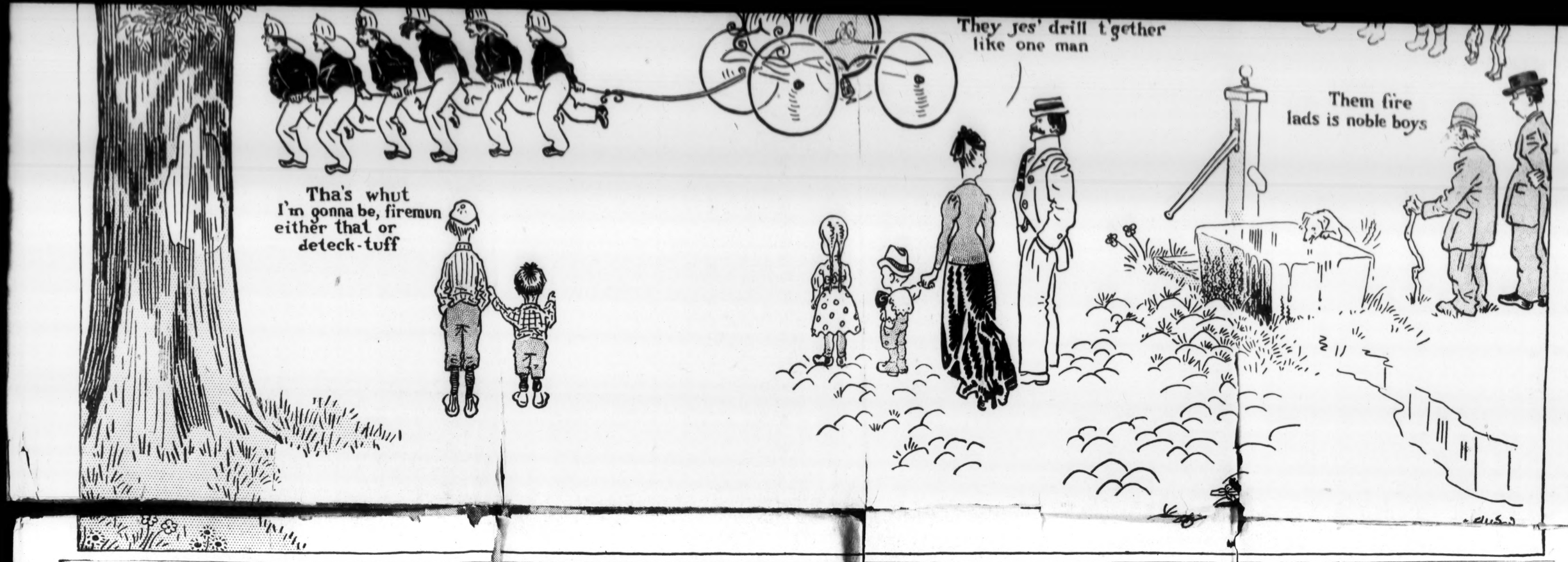
Negative stock used

Eastman	28362

WHEN ✤ WERE ✤ THE ✤ GOOD ✤ OLD ✤ DAYS?

Firemen's Muster Day---The Hose Running Contest





Charlie Chaplin as a Philosopher Shows His Serious Side

Continued from Third Page.

Wilde fascinates me. But I dislike any suggestion of the mechanical or the non-human in literature. Science? I hate it.

"I find myself constantly skipping the plot in a book. You see, I don't want any sense of originality spoiled. I don't want to be bothered by a suspicion, after I've nursed an idea, that I feel would simply paralyze the world, that maybe some one, some where, had written the same thing and I'd read it—and forgotten it.

"Yes, I have what I trust is a really big idea for a picture I want to play in. I've carried it around in my mind for a couple of years, the way we all do, and I hope to use it in the near future. It's about a clown. It will show the hardships of his life. It will present him behind the scenes as it's never been done before—truthfully. It won't have any of the sentimental romance you see so often in such plays. It will show how his work is simply bread and cheese to him—merely his means of earning a living, nothing more. And it will reveal his utter contempt for his audiences.

"It's like 'Deburau'? I never saw that play and I don't know its history. Of course, this picture will have its comedy, but it will be the most serious thing I've ever attempted. For my custard pie days are over. Yes, possibly I shall do 'Beau Brummell' some day."

Custard Pies Renounced, Laughs at Knighthood

But though he has renounced the custard pie and all its works he doesn't show the bitterness toward that paramount element in his past career that most converts do toward their early dissipations. When it was suggested that he might be knighted on his trip to England Chapin, who discounted any rumors to that effect, chuckled as he pictured his coat of arms, with a custard pie rampant.

Always, he said, he had wanted to get away from them, from the first. As far back as his earliest days in the movies he had striven to put some real characterization into his parts, and not depend solely on a bakery for his technic. The story of his debut into pictures had a new side-light shed on it by the comedian.

"I was playing at Philadelphia when a strange telegram came to the theatre. It was addressed to some weird name—Champagne, or something like that. At any rate it began with 'Ch,' so I figured it must be for me. It said I was to meet some one on important business in the Longacre Building in New York city. I asked my friends what kind of persons occupied the Longacre Building. They said, 'Lawyers,' which got me excited.

"There had been some kind of aunt in my family—a couple of generations removed—who was expected to die some day and leave us all a big fortune. Of course, she was probably mythical—you know how there are stories like that in every family. But I'd heard about her so often, and when I learned that lawyers occupied the Longacre Building I went there expecting that at last my ship had come in. But it turned out to be nothing more than an introduction to the movies.

"When I first began to act before the movies I was terribly nervous. It wasn't so much the fact that I was appearing in a strange studio, before cold eyed stage hands. But the Keystone people who hired me had seen me in 'A Night in a Music Hall,' and I was heralded as a frightfully funny man. I had a reputation to live up to, and I felt desperately put to it to make good. And all the other comedians stood around the studio with superciliously twisted mouths and an air of 'Show me.'

"That was all the harder because, never having been in a movie studio before, I thought it would be the easiest thing to act before a camera. I figured it would be nothing but walking through my part. Well, I was quickly disillusioned. I had to study the business. I had to get over feeling self-conscious before the camera. The way to do that is to concentrate on your part so hard you lose yourself in it. If you don't you might just as well quit acting in the movies.

Good Stage Training Helps, As His Career Shows

"Moreover, I had the advantage of a good stage training. Every screen actor would be helped immeasurably by that. I'd acted under an excellent stage director—Quentin McPherson, director for Charles Frohman, for whom, by the way, I appeared in 'Sherlock Holmes.' No, I'll never go back to the speaking stage again. I'm not a very good speaking player, and, besides, an audience means nothing to me. They are just a mass of figures. I like to go off somewhere in seclusion, work out a picture and then suddenly spring it on people and say: 'Here, look at it—that's me.'

"That stage experience gave me quite a lead from the beginning over other movie actors. Very few of them in those days understood the technique of movie acting. They'd walk too fast, or cross over in front of one another with the utmost nonchalance. Besides I was surprised to discover that few of them, even those most concerned in the production of pictures, took it seriously. It was just a cheap sideline with them, a means of making a livelihood. From the first I took it very seriously. I had been deeply impressed, as I still am, with the powerful appeal of the motion picture, with its great circulation, its—what's the word (he snapped his fingers)—its great scope."

Perhaps Chaplin underrates his desire to read, for he is fond of Frank Harris's works, and reads Guido Bruno—both of whom are often an effort for the man in the street. But his reluctance to read, he indicated, is due not only to distrust of having his cinema ideas colored, but also because he doesn't want his writing affected. For Chaplin disclosed that he has secretly been indulging in writing—that he has even been concocting poetry all these years, with scarcely any one suspecting it.

"Yes, I've scribbled a great deal," he said. "Poetry and such things. I've never written any short stories nor esays. Most of my writings have been unfinished. I start off at a great rate, and then lose interest. You know how you put a thing aside, promising yourself you'll complete it some day, when you feel more inclined. That's how I've written.

"I've projected several full length plays, though I've never done anything with them. But I have taken to playwriting more seriously of late. And—I've completed a one act play."

He launched into a description of it, detailing how it was a satire on a certain type of piety, in which a child lay dying while a thunderstorm raged outside and an old crone numbled pious phrases inside and a man went crazy. A bright little gruesome bit it seemed, though Chaplin added, with a grin, that "It had funny passages in it." The unique point about it was that two mysterious men who sat down in front on the stage during the action turned out in the end to be the author and the manager, who insisted that "this play will never get produced unless it has a happy ending," with which the author agreed.

"Probably that author is more fortunate than I am, for I shall most likely never get it printed or produced. I don't expect to present it at my own expense, either. But maybe some day I shall read it to my friends, who may be able to stand anything."

That interest in religion displayed in this playlet is one of the underlying traits of the comedian. He considers that many religions in the world's history have been little but "repressions and propaganda."

"I have no 'spooks,' " he said. "There are none either in my mind or outside. I don't believe in spiritualism, and, frankly I don't believe in a hereafter. Life is interesting enough as we have it here—let's make the most of it now."

He drank some hot water as he said that—perhaps so much talking had made him thirsty. Moreover, that drink seemed designed not only for his indigestion but to keep him from taking on weight. For, he admitted, "I'm afraid lately I've been taking on avoirdupois, and if I keep on"—he waved his hand with a mock flourish—"I shall lose my ethereal figure."

The comedian was not always as sturdy as he now is. When he was a lad in England, he said, he was quite frail. What helped him early in life was long distance running. It does not appear to be generally known that Chaplin at one time was a Marathon plugger.

"You see, I have quite a good lung development. And then, my legs were quite well developed from dancing with the 'Eight Lancashire Lads' on the stage. I used to belong to the Kennington Harriers, and thought nothing of running fifteen miles. In fact, I considered going into the Marathon in the London Olympics, but became ill about that time.

Can Run Ten Miles Easily And Retains Love of Sport

"I can still run ten miles without minding it. You never lose that stamina and lung power. People are surprised to-day to know that with my slight figure I can run long distances. Not so long ago I was at the beach with Samuel Goldwyn, and he got up off the sand and began doing some exercises.

"'You ought to take exercise, he said. 'Do this every day.' So I said, 'I think I'll run up and down between those two piers about twenty times. Want to try it with me?" He stared at me astonished, for the distance on the sand between the piers was about half a mile. But he and several other film people ran up and down with me a couple of times—then they dropped out. By that time a crowd had gathered around and as I kept going they started up a band. I ran up and down about ten times without any trouble."

The one thing that seems to sweep him away in artistic endeavor is dancing. He has the most enthusiastic admiration for Pavlowa.

"When I see her floating above me so gracefully, when I look at her face, I see the tragedy of life. I see the hard struggle in her career. Something seems to catch hold of me here." He placed a hand on his brow. "I get all choked up. The rhythm of it carries me away."

Of course in film production he is much interested in David W. Griffith. He was much drawn to "The Birth of a Nation," "Intolerance"—especially the Babylonian episode—and "Broken Blossoms."

"Griffith is a real personality, and he manages to convey it on the screen. He makes all his offerings distinct and individual. I always go to see a new Griffith picture. It may be terrible—I may disagree with his ideas—but they're always interesting. His pictures are different."

Then Chaplin wrinkled up his upper lip and his eyes in a startlingly real burlesque of the diabolical mask of the violin player in "Dream Street," and got up off his chair to wriggle in a travesty of the kind of "evil" to which the violinist's playing was supposed to incite the slum dwellers. But Chaplin confessed that it is not often he feels inspired to give such comic travesties.

Is Not Really a Comedian, He Says; Rarely Would Be Funny

"You see," he explained with a rather wistful smile, "I'm not really a comedian. Except on rare occasions I never feel inclined to try to be funny and carry on in company. Friends never say of me, 'Oh, he's a very amusing man to be with.' Frank Tinney is just as funny off the stage as he is on. I'm not—I wish I were. Mostly I like to be with people with whom I scarcely have to speak a word. All I want to do occasionally is, say, 'Um—ah—h'm!' I like people who understand when I do this"—and he pointed deftly to something, jerking his thumb as though he meant the subject to be picked up. "People whose sole conversation is to yawn and say, 'When do we eat?'

"Not that I think people talk too much. Very rarely do we really get under the skin of a personality in a conversation. The savages communicate with each other much more definitely and clearly. If they like you they stroke your hair, and so on. We cover up ourselves in words."

And then this strange compound of contradictions, who likes Barrie and considers "Mary Rose," for all the fact that it is a bad stage production, one of the most spiritual and delicate masterpieces he has ever seen, acknowledged that he "likes vulgarity, for it is of the masses—of the earth earthy—and I love that."

Interesting Stories About Animals

THE eagle, according to aeronautists, remains not merely the king of birds but in flying quality the swiftest of all birds. A French "flyer" from the French naval station at Salonica in February, 1916, had a match with an eagle near Mount Olympus. The eagle competed of his free will.

"I was followed by the eagle," writes Commander Larrowy, "at a distance of about 100 feet. Our machine was making her full measured sixty nautical miles an hour. In comparison with us the bird seemed so perfectly at a standstill that I was able to photograph it with an exposure of a half second, as the sky was cloudy, and the plate gave an absolutely neat reproduction.

"For two minutes the bird practically did not move its wings, and seemed to glide, except every ten or twelve seconds, when it made a very slight and careless sort of rowing motion as if to keep fit.

"When the bird abandoned all thought of attacking its strange rival it went full speed ahead, and covering much more than sixty miles an hour soon disappeared."

F. C. CORNELL, Fellow of the Royal Geographical Society, who recently returned to England after spending twenty years in practically unknown parts of South Africa, is author of a story about an unknown monster that had been seen near the Great Falls of the Orange River. It has a huge head and a neck ten feet long like a bending tree. It seizes the native cattle and drags them under water. The natives call it "Kyman," or the Great Thing.

Last May Mr. Cornell, accompanied by two white companions, W. H. Brown and N. B. Way of Capetown, and three Hottentots, went to the junction of the Oub and Orange rivers to see the monster if possible. He writes: "At the cries of the natives I saw something black, huge and sinuous swimming rapidly against the current in the swirling rapids. The monster kept its enormous body under water, but the neck was plainly visible.

"The monster may have been a very gigantic python, but if it was it was of an incredible size. This monster may have lived for hundreds of years. Pythons approaching it in size have been said to have lived that long."

ONE naturalist considers that it is pretty certain that at least some members of the crow tribe possess a measure of reasoning power, and he relates an incident in this relation that occurred in his own household.

A crow had been captured by the children and brought home and tamed. They were very fond of it and, of course, treated it with kindness. As in most houses where there are children, there was also a pet cat. The cat and the crow were friendly.

One day an unusually nice morsel was given to Tabby. This the crow not only looked at with envious eyes but made several attempts to secure. Tabby beat off each attempt, however, and the crow had to resort to strategem.

Disappearing through the open door, he returned in a few minutes with a long string that had been ravelled from an old sweater. Placing this on the floor, some little distance in front of the cat, he proceeded to wriggle it as he had seen the children do when playing with Tabby. The cat instantly jumped to catch the string. This was, of course, exactly what the crow wanted, and he, with equal dexterity, pounced upon the coveted morsel and flew away with it, leaving Tabby to the enjoyment of the string.

FAMOUS OLD PLAYS REANIMATED AS SCREEN DRAMAS

Kate Claxton, Associated for Many Years With "The Two Orphans," Sees the Cinema Reproduction of D'Ennery's Masterpiece

By LAWRENCE REAMER.

POSTERITY is going to be much more fortunate than its predecessors ever were. By the aid of science it is going to have a degree of hindsight almost equal to its crowded present. Everything that has been will evidently be accessible to future generations. Nobody to-day knows how Mario sang. But in three-quarters of a century from date it will be quite possible to listen to Caruso. Just how Malibran sang "Una voce poco fa" nobody alive in the world to-day can tell. But every cadenza uttered in the aria by her great successor Sembrich is preserved for all time.

Not only is the ear indulged in this fashion. There are as interesting survivals for the eye. Fifty years from date there will probably be no living person who can truthfully boast of having seen "The Two Orphans" unless that drama develops still greater vitality and is again put before the public just as it was the other day by the impresario of the Porte St. Martin Theatre, at which the piece was first performed nearly half a century ago. Such an opportunity to hear the play is only a long chance. But it can most certainly and vividly be seen.

Work of the Movies in Part One of Preserving Masterpieces

For this is one of the artistic purposes that the movies are performing. Through this medium the famous old plays of the past will be visible for a long time to come. The public may see them on the screen until the interest in them passes. Scientists may see them for many years to come. The scenes and characters of these old plays are constantly revived for a generation which might never have the opportunity to make the acquaintance of their characters and their scenes. Of course their dialogue is lost to the world. But that privation will be slight. Nobody went to see those old plays when they were in their first freshness for the sake of the words that were going to fall on their ears. It was to be lost in their rapid action that spectators for years flocked to these pieces. The movement of their principal scenes may well be reproduced on the screen.

After he had selected the American bygosh classic "Way Down East" to immortalize on the screen, D. W. Griffith chose D'Ennery's "The Two Orphans," one of the most famous plays in the world, to rescue from the oblivion into which it was rapidly falling. It has been estimated roughly that Kate Claxton alone played the blind heroine in this country 7,000 times. If the question is put to the actress she quite frankly admits that she hasn't the faintest idea. The record shows that she has played the drama for nearly thirty years. She could never escape from it. The powerful scenes combest known effort in that direction. Charles Frohman produced it at the Academy of Music as "Two Little Vagrants."

D'Ennery's greatest triumph came, of course, with "The Two Orphans" at the Porte St. Martin in 1875. It travelled rapidly about the civilized world. It was acted at the Union Square Theatre on December 21, 1875. The Union Square had at that time one of the most famous companies in this country. So there were for the new play such actors as Kate Claxton, Kitty Blanchard, Maude Granger, Marie Wilkins, Ida Vernon, Charles Thorne, F. F. Mackey, Charles Parselle, Stuart Robson, McKee Rankin and Fanny Morant. These were great names in their day. The play ran for 180 nights. Its run was ended then because the Union Square Theatre company had to go to Chicago, a programme which could not in those days be changed, since contracts were not so easily altered. The play was revived the following winter, with Sara Jewett as *Henriette* in place of Kitty Blanchard. Later Miss Claxton began her starring tour and Sara Jewett played *Louise*, while Maud Harrison acted *Henriette*. Miss Claxton never meant to play the blind girl on her tour and began in A. E. Lancaster's "Conscience." But the public demand to see D'Ennery's play was too great and she had to revive it. For nearly thirty years it was in her repertoire. Long after its first production "The Two Orphans" was acted at Booth's Theatre here, to receipts for one week of $11,400, which was phenomenal for that time.

The last—probably in reality the last, since the play has passed out of the dramatic mode of the time—revival of "The Two Orphans" was made at the New Amsterdam Theatre on March 28, 1904. Clara Morris made her last appearance on the stage as the nun in that production. Grace George and Margaret Illington were the two sisters, Elita Proctor Otis the hag and Kyrle Bellew the chevalier. The play had such a success on this revival that the company acted it for the whole of the next season over the country. At the first performance Miss Claxton sat in a box.

Kitty Blanchard and Kate Claxton as *The Two Orphans* in the celebrated play of that name.

of the cinema of the famous old play than anything else.

"Caruso is gone," she said, with a look of regret, "but his voice is preserved by science in the wonderful records he made. Mr. Griffith is doing the same for some of the notable old plays which are not adapted to the taste of the day. He is preserving them for posterity."

Miss Claxton was a youthful member of the company when Hart Jackson came back from Paris with the manuscript which he had bought from D'Ennery and Cormon. It was submitted to A. M. Palmer, then manager with Sheridan Shook of the Union Square Theatre, in those years at the height of its artistic glory. Mr. Palmer read the play. In spite of its great success in Paris,

Delight of Our Grandfathers in Plays of Their Day May Now Be Shared by the Young of the New Generation

he pondered. The impatient American owner took the play a block down Broadway to Lester Wallack, who at his theatre on the northeast corner of Broadway and Thirteenth street, had a famous collection of actors. Mr. Wallack also hesitated. With three or four of his leading actors he listened to a reading of the play. Dion Boucicault was there in an advisory capacity.

The dramatist showed approval in his manner after the reading of the first act. The second left him with an expression of uncertainty on his face. He was restless during the reading of the third act, puckered up his lips judiciously and during the reading of the fourth act constantly shifted his position in his chair.

"Never, never," he said springing up when the last word of the famous scene had been read, "will any audience be satisfied with a play in which it is kept waiting for four acts to see the characters that it became acquainted with in the first."

Mr. Wallack abided by the criticism of a famous playwright, manager and actor, for Boucicault was all of the [illegible] and "The Two Orphans" went back to Mr. Palmer. This expert testimony must have robbed Mr. Wallack of thousands of dollars.

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"The play moved easily for all of us," Miss Claxton said, "for, even if it perhaps ought not to be admitted, such a fine piece of construction always played itself whoever the actors happened to be. They could never quite spoil it. I have seen representations that were not promising, but they always had a certain effectiveness. It was not possible to spoil altogether 'The Two Orphans.'"

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"Why in the world did Mr. Palmer ever pick you out for *Louise?*" asked the leading actor, Charles Thorne, a famous player in his day. "You'll never consent to wear rags." She had hitherto acted only young women of modish life, and her youthful beauty had been enhanced by her smart frocks.

"But I did wear rags," Miss Claxton said, "and how hard they were to get in those days! Down at the corner of Fourth avenue and Thirteenth street was an old woman who sold [illegible] In bad weather her daughter tended the stand for her. One week the old woman had come back after a vacation.

"Sell me the clothes your daughter had on last week?" I suddenly asked her after having struggled to get up my courage. "I want to wear them in our new play."

The old woman protested, but after a while gave in. So I had at least some rags to begin with. I patched them out with some others, and my costume for the parts of the play in which I do not wear the Breton dress was ready. How much more easily all that sort of thing is managed to-day. Lillian Gish had a wonderful outfit of rags quite easily prepared for her at the studio. Speaking of dress, Mr. Griffith often shows me the compliment of inviting me to sit next to him during the filming of the scenes. The material of the gown worn by the Countess costs no less than $40 a yard. I expressed my horror at such extravagance. But I learned that Mr. Griffith had his reasons.

He explained that there are no colors for him in the pictures but black and white. But the design of the silk is in such colors that there will be no less than twelve shades of gray ranging from the white to black of the film.

"One night we saw Bronson Howard sitting in a box at the play," Miss Claxton said, "and after the performance he was courteous enough to come on the stage to speak to me. We had been playing all week, with extra matinees to accommodate the crowds. It was Saturday night, and we were exhausted.

"'How in the world,' I asked him, 'can you sit through this play? You must already have seen it often. We were so tired we could scarcely get through.'

"'Why, I've been having the greatest lesson of my life in dramatic construction,' he said. 'The way in which the authors blend four stories, weave one in and out of the others and keep them all the while perfectly distinct is a lesson in stage technique to any dramatist.'"

Miss Claxton says she has no idea how many times she acted the part of the blind girl. For a quarter of a century Miss Claxton played the role. She acted in such other plays as "The Sea of Ice," "The Double Marriage," "The World Against Her" and "Constance." But there was always a demand for the D'Ennery melodrama. "I am always so delighted," Miss Claxton said, "when somebody remembers me in some other role than *Louise*. But that doesn't happen often. I am glad that I have forgotten how often I played the blind girl. It's a good thing not to remember what one has been doing for so long, you know, just as it is not to recall too exactly the years that have passed—to be exact, just how old you are. Don't you agree with me?"

Then Miss Claxton smiled in a way to drive all thoughts of the years from anybody's mind.

truthfully boast of having seen "The Two Orphans" unless that drama develops still greater vitality and is again put before the public just as it was the other day by the impresario of the Porte St. Martin Theatre, at which the piece was first performed nearly half a century ago. Such an opportunity to hear the play is only a long chance. But it can most certainly and vividly be seen.

Work of the Movies in Part One of Preserving Masterpieces

For this is one of the artistic purposes that the movies are performing. Through this medium the famous old plays of the past will be visible for a long time to come. The public may see them on the screen until the interest in them passes. Scientists may see them for many years to come. The scenes and characters of these old plays are constantly revived for a generation which might never have the opportunity to make the acquaintance of their characters and their scenes. Of course their dialogue is lost to the world. But that privation will be slight. Nobody went to see those old plays when they were in their first freshness for the sake of the words that were going to fall on their ears. It was to be lost in their rapid action that spectators for years flocked to these pieces. The movement of their principal scenes may well be reproduced on the screen.

After he had selected the American bygosh classic "Way Down East" to immortalize on the screen, D. W. Griffith chose D'Ennery's "The Two Orphans," one of the most famous plays in the world, to rescue from the oblivion into which it was rapidly falling. It has been estimated roughly that Kate Claxton alone played the blind heroine in this country 7,000 times. If the question is put to the actress she quite frankly admits that she hasn't the faintest idea. The record shows that she has played the drama for nearly thirty years. She could never escape from it. The powerful scenes combined with her own famous performance made it necessary for her to return again and again to the drama in order to satisfy the public curiosity to see it. Maybe "Uncle Tom's Cabin" has been as frequently acted. It is an interesting fact that Phillipe D'Ennery, who wrote with Robert Cormon "The Two Orphans," made the French version of the book "La Case d'Oncle Tom" for the stage, which subsequently served as the foundation for the drama in other European countries. D'Ennery had the habit of success as few of his colleagues ever possessed it.

In looking over the list of his plays one is astonished to see the extent to which successes—great successes that were played hundreds and hundreds of times—bristle among them. Any dramatist who could put to his credit "A Celebrated Case," "Belphegor the Mountebank," "Don Cesar de Bazan," "Fanchon," played for years by Maggie Mitchell, and half a dozen others only a little less known, would be an astonishing figure to-day. There are literally a hundred or more compositions attributed to him, which include books for operas, farces, spectacular pieces and fairy plays. After he had apparently reached an age at which he did not need to trouble himself about such things he went to see Jules Verne and proposed to make plays out of the books that were the best sellers after the Franco-Prussian war. Thus began a new series of triumphs for playwright and novelist, which included "Around the World in Eighty Days," "Twenty Thousand Leagues Under the Sea" and other Verne romances

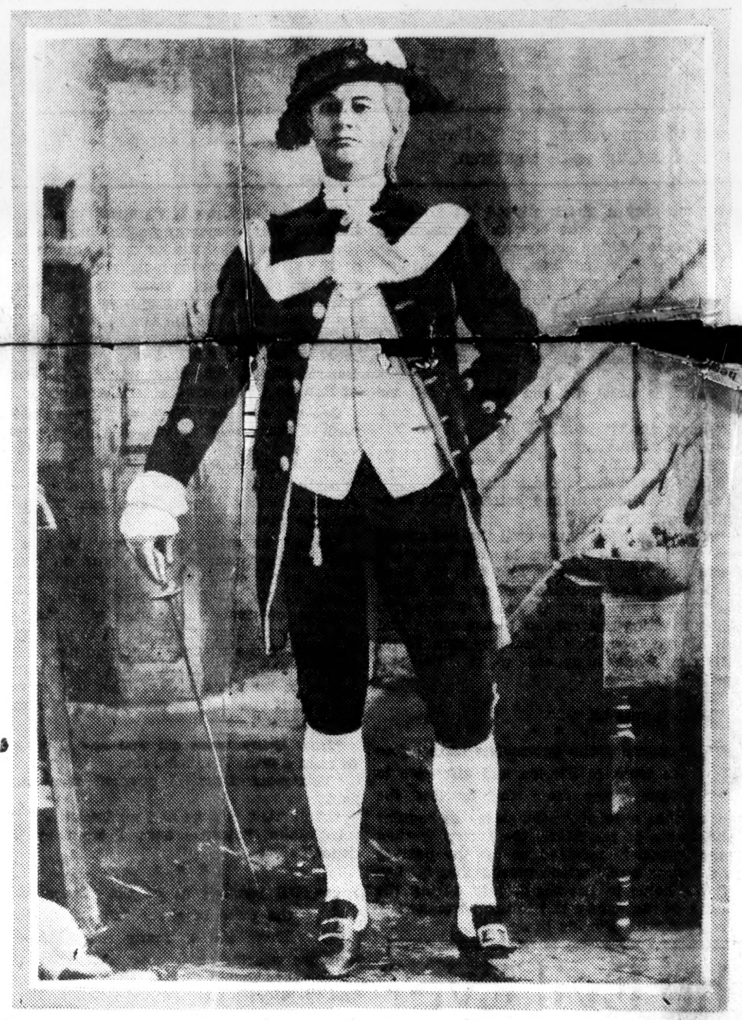
D'Ennery Made Popular Successes From First Play to Last

D'Ennery's real name was Phillipe, Adolphe Phillipe. His mother's name was Dennery. So when the young man had conquered in the struggle with his father, who wished his son to become a shopkeeper like him, he decided to use his mother's name. As Dennery therefore he signed his first play. When he had become famous—and that happened very soon—he got permission from the Government of France to sign himself "D'Ennery" although in spite of the apostrophe, the "d" always continued large. He was born on June 17, 1811. He died in 1899. Since "The Two Orphans" was acted at the Porte St. Martin Theatre in 1875, he was only about 65 at the time and not 90 as so many reports have it.

D'Ennery was at once successful. Naturally anybody so popular with the Parisians had to be attacked by the critics. They called poor old D'Ennery all sorts of names. Because the public loved his plays and flocked to hear them he was said to be debauching public taste. He asked Victor Hugo to give him *Don Cesar* out of "Ruy Blas" and he wrote "Don Cesar de Bazan," which is occasionally heard to this day. Theophile Gauthier was a famous critic of the time that made constant warfare on him. But D'Ennery went right on turning out his immensely successful plays. He did not fail of appreciation in some of the most artistic quarters of France. Massenet begged him to make a libretto for him out of Corneille's "Le Cid," and before that time he had prepared texts for Auber and Gounod. There was scarcely a theatre to which he did not have hospitable access. But he triumphed most at the Porte St. Martin. Melodrama was above every other kind of play his strong point. His nephew, Pierre Decourcelle, is a well known French playwright who has followed somewhat modestly in his uncle's footsteps as a writer of melodrama. "Les Deux Gosses" is his

Jewett as *Henriette* in place of Kitty Blanchard. Later Miss Claxton began her starring tour and Sara Jewett played *Louise*, while Maud Harrison acted *Henriette*. Miss Claxton never meant to play the blind girl on her tour and began in A. E. Lancaster's "Conscience." But the public demand to see D'Ennery's play was too great and she had to revive it. For nearly thirty years it was in her repertoire. Long after its first production "The Two Orphans" was acted at Booth's Theatre here, to receipts for one week of $11,400, which was phenomenal for that time.

The last—probably in reality the last, since the play has passed out of the dramatic mode of the time—revival of "The Two Orphans" was made at the New Amsterdam Theatre on March 28, 1904. Clara Morris made her last appearance on the stage as the nun in that production. Grace George and Margaret Illington were the two sisters, Elita Proctor Otis the hag and Kyrle Bellew the chevalier. The play had such a success on this revival that the company acted it for the whole of the next season over the country. At the first performance Miss Claxton sat in a box.



Charles R. Thorne in his character *The Chevalier* in the great D'Ennery melodrama.

Mr. Griffith, who is using his invariable care in making such pictures, has built an eighteenth century Paris street for the scenes of the play. So there will be all possible realism in the exterior scenes. But whatever he may do to control art Mr. Griffith is not yet great enough as a director to master the forces of nature. It is indispensable that the third set passing in front of Notre Dame should take place in a snow storm. It is not enough in the movies for a stage hand to scatter torn up paper through the air. So the public will not see "The Two Orphans" until there has been a healthy young fall of snow over the Griffith studio in Westchester.

Real Streets and Scenes Being Built for the Movie Version

The director has selected some of his most popular actors for the film, which is to be amplified, of course, in the usual way of the picture play with scenes from the French Revolution, which was just on the point of breaking out when the action of the drama begins. The two sisters are to be mimed by the Gish sisters, Dorothy and Lillian, while Josef Schildkraut will be the chevalier—a much younger one than the public was accustomed to see in the days of the play's popularity. The scissors grinder will be embodied by Frank Puglia, whom Mr. Griffith discovered in the Italian company of Mimi Aguglia. Lucille LaVerne, Katherine Emmet, Sheldon Lewis and Frank Losee will mime the other parts.

Mr. Griffith is not alarmed by the melodramatic character of the piece. But A. M. Palmer was when he first heard of the new play that Hart Jackson had bought for him in Europe.

"You had better take this to Junius Brutus Booth," he is reported to have said. "He likes melodrama and can have it for $1,500, which is the cost of it so far to me."

But Mr. Booth did not want a melodrama that day. So Mr. Palmer read it himself and was profoundly impressed by the pathos and tenderness of some of the scenes, especially between *Henriette*, *Marianne* and the doctor at the Salpetriere.

The woman whose fame is inseparably connected with this play of D'Ennery on the American stage is Kate Claxton. It was not many years ago that a manager in conversation with her asked some questions concerning a revival of the play of which she was ignorant.

"You haven't heard about it?" he said in astonishment. "Why 'The Orphans' are Kate Claxton and Kate Claxton is 'The Orphans'—both of them."

She never was both of them, but she and the play were identified in the minds of theatre goers for nearly a quarter of a century. Other actresses were from time to time seen as the blind girl. Sara Jewett when she was at the height of her popularity essayed the role in a revival made by A. M. Palmer. Nina Varian acted it when the drama was new. But none of them in any degree obliterated the memory of Miss Claxton. She and the play were identified in a way rare when a drama is so uncommonly fine of its kind.

This greatest of all the American *Louises* is to-day a gracious, slim woman who must now be, well, older than the girlish silhouette, the fresh skin and the cheery manner of youth suggest. She lives in comfortable apartments not far from the theatre district. Her life is filled with varied useful interests such as the organizations of her profession may suggest to her, but she is just now pardonably interested more in the making of the cinema of the famous old play than anything else.

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Millions Now Saved by Chemistry

A USE for everything and nothing in the discard is the manufacturers' slogan to-day. There will be shown at the Eighth Coast Artillery Armory this week (September 12-17) at the seventh national exposition of chemical industries what strange anomalies industrial research has disclosed.

A lump of coal may be followed through all its transformations. By distillation it becomes coke, illuminating gas and tar. The latter is further metamorphosed into the murderous gases and high explosives of war, healing antiseptics, disinfectants and medicines to offset its results, and dyestuffs, paint, paving filler, roofing, perfumes and a thousand other products æsthetic or essential to our daily lives.

Artificial Citric Acid Is a Coal Tar Product

Now comes the first coal tar product to be used as an acid, most properly making its debut on that pride of prohibition, the soft drink counter. This is an artificial maleic acid, the substitute for cream of tartar or citric acid which is used for acidifying soft drinks. It is the same acid which is tasted in apples and is much in evidence these hot days where synthetic oranges refresh the parched throats of Manhattanites.

Coal tar, however, is not the only chameleon in our chemical world. Corn cobs will be exhibited in far different realms; both as a cellulose for the absorption of such liquid ingredients as nitroglycerine in the manufacture of dynamite and as a promising raw material for the commercial production of acetic and lactic acid, the latter much in demand for supplying the tart taste to many of the soft drinks on the market. Lactic acid is a normal constituent of milk. It is used in ginger ale and such beverages to a large extent.

From a ton of corn cobs it has been estimated that approximately 300 pounds of acetic and 320 pounds of lactic acid can be produced. Some idea of the possible value of corn cobs may be gathered from the fact that there are produced in the United States alone more than 20,000,000 tons of them annually. Other chemicals of considerable value can therefore be made from cobs which were once considered waste.

While speaking of the effects of prohibition, there is the most interesting product of one time brewers of Golden, Colo., who revamped their beer factories for industrial purposes when the State went dry and now produce a porcelain from their unusual Colorado mud which is as fine an article as can be made anywhere in the world.

Alcohol is of vital importance to many chemical reactions. The first large production of "waterproof" alcohol, guaranteed absolute 100 per cent.—for industrial purposes only—has been put on the market. If you are a manufacturer, you may have a denatured formula to suit your requirements.

The chemist reports that from the juice of imperfect specimens of lemons, culled out as unsalable fruit for such reasons as irregular shape, frost damage, thorn pricks, wind scars, insect marks, excessive scale or any sort of mechanical injury or indication of future decay or imperfection, citric acid is made at the rate of seventy pounds to each ton of fruit. The acid is used in the making of lemonade and other fruit acid drinks which are vended on the streets and also in a wide variety of bottled beverages, baking powders, and in numerous chemical processes.

Hollyhock oil is a new food product which the chemist finds an excellent fare for poultry, while the new sawdust cattle feed produced in a Western State during a terrible drought probably will create a rival to the ostrich and billy goat among the lowing kine. A representative of the Forest Products Laboratory at Madison, Wis., reports that by the use of diluted sulphuric acid afterward neutralized by lime a very satisfactory provender may be made from the waste of the buzzsaw. After the lime and acid have been eliminated there remains a soft branlike food containing about 15 per cent of water and rich in sugars. Three cows at the laboratory took this ligneous diet on trust, believing it to be of grain, and not only did they fatten on it for three months but gave more milk.

The American Peat Society exhibits products from peat. This organic residuum of semi-decomposed leaves, twigs, roots, trunks of trees, shrubs, mosses and other vegetation in areas continually covered or saturated with water, when worked up produces gas, charcoal, coke and innumerable valuable by-products. Peat moss, marsh grass and fibrous peat are employed in the manufacture of surgical dressings, packing material, artificial wood and of substitutes of cotton and woollen cloth. Carpets of unusual texture dyed with peat dye vie with horse blankets and common twine for attention.

While in the United States peat is utilized chiefly as an ingredient of fertilizers, as a conditioner in stock food and as a crop soil; in London Dr. Alice M. Hart has produced from this same boggy mould a rich blue dye. Yellows, browns and grays can also be secured from the same amine or dye base by a certain acid treatment, making inexpensive pigments. So the old bog, long a shunned spot of unhealth, is made to yield food, clothing and beauty.

Mental Test Rouses Many Comments

SO widely has the wave of interest in the test of intelligence submitted by the University of Washington spread in consequence of the publication of this series of questions in a recent issue of THE NEW YORK HERALD this newspaper has received many letters enclosing solutions, letters asking for the correct answers, letters of criticism, &c. Certain of these letters, seeming to contain matter of moment on the subject, have been drawn from in an effort to satisfy this general curiosity. It is obvious that THE HERALD has no right to publish the answers accepted by the university as correct and application for these should be made direct to the university authorities at Seattle.

A writer who signs himself "Unintelligent But Curious," asks pertinent questions about three types of question. The type G problem puzzles him in instances. Type F also affords him ground for criticism. He says:

"The problems under type F present some interesting suggestions to the average unintelligent, like myself. The instructions are specific and unmistakable; if the statement is true, underline 'true' and vice-versa. This statement precludes any liberty of decision that some may be half true and half false, or any other percentage of truth."

He then studies problem No. 90 which is: "Chicago is nearer St. Paul than is Memphis, but farther away than Milwaukee. Therefore Milwaukee is farther from St. Paul than is Memphis."

Of this problem "Unintelligent But Curious" says: "Here we have three alleged statements of fact, one of which is the conclusion. The first statement is correct, the second incorrect and the third, contained in the conclusion incorrect. It does not appear difficult to the average unintelligent to decide that the propounder of this problem was out to catch the victim and that we are only concerned with the truth or falsity of the second sentence and conclusion. Nevertheless, here is a problem that is mathematically two-thirds lie and one-third truth, with the victim only permitted to show his "Intelligence"—really one-third of it—on one, the second lie."

Another is problem No. 176. It reads: Ralph is older than Frank and taller than John; Frank is older than Roy and Roy is shorter than John. Therefore Ralph is the oldest and tallest of the four.

"We learn here these facts," says 'Unintelligent But Curious,' Ralph is older than Frank and Frank is older than Roy, but nothing as to John's position in the age scale. Ralph is taller than John and Roy is shorter than John, but nothing to show that Frank is taller or shorter than Ralph or Roy.

"It is not necessarily true or untrue that Ralph as stated in the conclusion is the oldest and tallest of the four. But to be intelligent one must have known these three interesting gentlemen and be able to state in approximately ten seconds the truth or falsity of the assertion. I feel I am one of at least a few score of the lamentably unintelligent who would like to have an explanation of these problems."

A former public school teacher sends in a sharp criticism of the test, saying, "As a thriller the 'intelligence test' printed in the Magazine of July 17 is a success, but there its value ends. It merely shows that one peculiarly qualified man could answer some or many rather absurd questions very quickly."

He then furnished a test that was administered to a class 8B in public school. The average on this test (it follows) was thirty-eight per cent. Over half of the class succeeded in answering one example correctly in thirty minutes.

1. .79 is what per cent. of .97.
2. .97 is what per cent. of .79.
3. Multiply the sum of these two numbers by their difference.
4. I buy 3 apples for 2 cents and sell 2 for 3 cents. Find the percentage of gain or loss.
5. I borrow $750 to-day. Rate of interest 6 per cent. What must I repay July 5 next?
6. How many gallons in a circular tank, 7 foot diameter, 12 foot high.

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Sept 12th, 1921.

Mr A L Grey,
303 Longacre Building,
New York City, N.Y.

Dear Mr Grey,

Enclosed find box office returns for week ending Sept 10th. I am sending these statements ahead so that you may be able to see just what we are doing, the statement I will not be able to get away in time to make this boat. Will mail statement so that it will leave here on the 17th. I am being held up awaiting bills to close the weekly statement, but will be able to close same by Sept 14th.

Last night was the first Sunday night and we played to £276.0.0. We are starting the Sunday evening at 7.30p m and last night they were all in when we started, proving that this is not too early to start, and they certainly were an appreciative audience, the entire show going along with a big bang.

After this week things will begin to run along smoothly, as things are begining to right themselves and run as they should for the good of the organization and all concerned.

Like all openings a lot of things happen but I think everything will be all right now.

No new developments in Dream Street as yet, but by the first of next week I hope to be able to write you some definite news.

Will write you again later in the week as to how things are moving.

Say to the Hammons I am sorry that I did not get to say good bye to them, but that I was misinformed. I think they will understand.

Hoping Mrs Grey and yourself are enjoying the best of health. Our best regards to all.

Very best wishes.

Very truly yours,

J H Manning

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NEW YORK

September 12,1921.

Mr. J. C. Epping,Treasurer,
D.W.Griffith,Inc.,
Longacre Building,
Broadway & 42nd St.,
New York.

Dear Sir:

We beg to advise you that we have this day received check from United Artists Corporation in the sum of $12,000., for the week ending September 10th,the same to be applied on account of your note with our Company dated May 11,1921 for $250,000.

We also wish to advise you that the interest on the above note to June 30th,amounting to $2,328.67 has not as yet been paid,and we would thank you to send us your check in this amount.

Yours very truly,

Assistant Secretary.

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Music Matters

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September 12th, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

In re G. Schirmer, Inc. et al. v. Griffith Inc.

My dear Mr. Banzhaf:

It is now almost a month since we submitted to you our proposal in the above matter. Our clients are becoming a little impatient and although I know how this season of the year is with you I would appreciate it if you would take the matter up at your earliest convenience and let me hear from you in reference thereto.

Awaiting an early reply, I am,

Yours very truly,
Jno. McK. Minton Jr

JM/GS

7-21 FORM 134

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York
140 Broadway

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

New York, September 12, 1921.

Mr. D. W. Griffith,
C/o Mr. J. C. Epping,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

We have received checks today from the United Artists Corporation as follows:

New York funds - - - - - - - -		$1,196.00
Canadian funds - - -	$17.50	
Less discount of 10¾%	1.88	15.62
Total - - - - - -		$1,211.62

$133,766.79
~~$169,766.79~~
U.S. — 216,366.79
Cuba — 1,166.62
Can. — 12,646.12
230,179.53

This amount has been applied in reduction of the principal of your loan, leaving a balance of $84,820.47.

315,000.
230.179.53
$84820.47 (ok)

66-167-1

Yours very truly,
Guaranty Trust Company of New York
LOAN DEPARTMENT
George C. Scherzinger, Asst. Treas.

Form 1228

Charge to the account of D W Griffith Inc. $

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 13 1921

Enormity

London (England)

To avoid any possible misunderstanding following is offer we will accept Two Orphans United Kingdom ninetythree thousand dollars cash you get your money back plus seven and half percent profits divided thereafter fifty fifty Presentation under our supervision If you will accept this McCarthy or myself will sail September seventeenth Cable immediately Regards

Grey

25
50
150
125
400

September 13th 1921.

Mr. J.C. Epping,
c/o D.W.Griffith Inc.,
1476 Broadway,
New York City.

Dear Mr. Epping:

Mrs. Kate Claxton Stevenson was sued for commissions arising out of the sale of her rights to the "TWO ORPHANS" which matter she has settled with the attorneys for the plaintiff and per the terms of this settlement she is directing D.W.Griffith Incorporated to pay to the attorneys for the plaintiff the sum of $500. on or before January 2nd 1922 and charge the same to her account, which will leave a balance due her pursuant to the terms of her contract of $4,500.

I am enclosing herewith copy of letter which I have written to the attorneys, advising them that we have received Mrs. Stevenson's letter and will make the payment as so instructed.

Will you kindly take care of this matter so that payment is made in accordance with said letter of instruction.

Very truly yours,

AHTB/GD

September 13th 1921.

Messrs. Ernst, Fox & Cane,
25 West 43rd Street,
New York City.

Re: Lennards vs. Stevenson.

Dear Sirs:

Enclosed herewith please find Agreement, dated Sept. 9th 1921, between Miss Lennards and Mrs. Stevenson relative to settlement of their matters, together with letter written by D.W.Griffith Inc., acknowledging receipt of letter from Mrs. Stevenson, directing said Company to pay to you, as attorneys, for the account of Miss Lennards the sum of $500., and charging same to Mrs. Stevenson's account.

I am also enclosing my check to your order for $250. being first payment as per the terms of the enclosed agreement, together with Notice of Appearance, and Stipulation extending defendant's time to answer to January 3rd 1921, which stipulation you will please sign and re-mail to me.

Kindly acknowledge receipt of these papers, and oblige

Very truly yours,

AHTB/CD
Encs.

CHARLES SCHWARTZ
LOUIS D. FROHLICH
HUGO VOGT

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

September 13th, 1921

50

Mr. Albert L. Grey,
1476 Broadway,
New York City.

Dear Mr. Grey:

I am of the opinion that "The Two Orphans" is protected in the United Kingdom.

French works are protected in England for the life of the author and fifty years thereafter.

The Berne Convention, Article LI gave to authors of any union country in each of the other countries of the union, the same rights as granted to natives. The British Order in Council, November 28th, 1887, Section III, gives to the author of a work theretofore first produced in any other union country, the rights defined in Section VI of the International Copyright Act of 1886.

That Section gives to such foreign works produced in a union country before the Order in Council, the same rights as if the English copyright acts had applied on the date of their first production. By the above Act and Order in Council, French works were entitled to copyright for forty-two years, or for the life of the author and seven years. The term was extended to fifty years after death of the author by Section III of the Copyright Law of 1911.

Order in Council, June 24th, 1912, made the English Copyright Act of 1911 applicable to works first published in France, subject to proviso that term of copyright in British Dominion should not exceed that in country of origin.

In France since the law of July 14th, 1866 copyright continues for the life of the author and is given to the heirs of the author for fifty years after death of the author.

Yours very sincerely,

Nathan Burkan

LDF:RV

September 13th 1921.

Mr. Albert L. Grey, Gen. Mgr.,
D.W.Griffith Incorporated,
1476 Broadway,
New York City.

Dear Mr. Grey:

I am enclosing herewith copy of letter received from Mr. John Minton, Jr., one of the attorneys for Schirmer, et al. in re "Dream Street" music matter. I have stalled this matter for a long time now and we must give it our prompt attention if the same is to be settled out of Court, which I advise doing.

Will you therefore kindly get in touch with Mr. Schwartz of Burman's office for his suggestions in the matter.

Very truly yours,

AHTB/GD

Sept. 13 1921

Albert Grey

I agree to your cable ninetythree thousand dollars cash stop ~~Would appreciate~~ Cable immediately date and name of steamer Will meet steamer on arrival Kindest regards

Wertheimer

PHONE BRYANT 5741

W. J. TAYLOR
REPRESENTATIVE

CHARLES WALTON

245 WEST 47TH ST. -:- NEW YORK

MOTION PICTURE SERVICE
FOR
STARS -- DIRECTORS
PRODUCERS -- STUDIOS

LONDON OFFICE
PERCY RIESS
MANAGING DIRECTOR
18 CHARGING CROSS ROAD
LONDON, W. C.

SPECIAL REPRESENTATIVE
MOTION PICTURE PHOTOGRAPHERS
ASSOCIATION, INCORPORATED.
1819 BROADWAY
COLUMBUS 0371

Sept 14 1921

Miss Agnes Wiener,
D. W. Griffith Studios,
Mamaroneck, N. Y.

Dear Miss Wiener,

Enclosed find two letters from Mr. L.G. Lathan to Mr. Sydney Herbert. Both speak for themselves. Kindly return same to me at a later date. Will you be so good as to take this matter up with Mr. Griffith personally, and then write Mr. Lathan to the effect that inasmuch as Mr. Herbert is to be only in the last episode of "The Wandering Jew," and inasmuch as this play does not open until the middle of October there is no reason in the world why Mr. Belasco or Mr. Lathan cannot dispense with Mr. Herbert's services for at least two weeks beginning next Monday. I think I have given you the jist of the subject and if you will give this matter your immediate attention, I will be more than obliged.

With all good wishes and thanking you for past courtesies, I remain

Cordially yours,

Charles Walton,

CW/B

ERNST, FOX & CANE
COUNSELLORS AT LAW
25 WEST 43RD STREET
NEW YORK

BERNARD M. L. ERNST
MELVILLE H. CANE
DAVID J. FOX

TELEPHONE VANDERBILT 10421

Sept. 14th, 1921.

Lennards v. Stevenson

A. H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir:-

Enclosed you will please find the agreement of settlement duly executed by our client and a copy of the stipulation extending your time to answer until January 3, 1922. This stipulation we are giving you simply so as to keep the matter alive.

We also beg to acknowledge receipt of a copy of the agreement duly executed by your client; of the letter from D. W. Griffith, Inc. agreeing to pay us $500 on or before January 2, 1922; of the notice of appearance; of another copy of the stipulation extending your time to answer and of your check for $250, being the first payment on account of the settlement of the action.

Very truly yours,

Ernst Fox & Cane

C:S

WESTERN UNION CABLEGRAM

Form 2606

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

TIME OF RECEIPT SHOWN ON THIS MESSAGE IS EASTERN STANDARD TIME

Received at

3CO ANJ CABLE

LONDON 24 SEPT 15 1921

PEMBAN [1045

NEWYORK (BANSHAF AND PEMBLETON 130 WEST 42 ST NEWYORK NY)

ORPHANS MACASKIE LEFT ILL BEGINNING AUGUST REGRET HE OVERLOOKED HANDING MATTER OTHER ASSISTANT I JUST RETURNED WILL INVESTIGATE REPORT SOONEST POSSIBLE

GUEDALLA

935A

CABLEGRAM

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF

CABLE [redacted]N UNION TELEGRAM

2 Orphans

C A B L E G R A M

Sept 10/51

F M GUEDALLA

LONDON

HAVE ARRANGED PURCHASE ORPHANS EUROPEAN RIGHTS HERE TAKE NO FURTHER ACTION

PEMBAN

CHG Albert H. [redacted]. Banzhaf 130 W 42nd Street N.Y.C.
26th Floor

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

CHARLES SCHWARTZ
LOUIS D. FROHLICH
HUGO VOGT

Dream St music

September 15th, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:-

I had a conference last week with Mr. Grey and Mr. E. C. Mills, of the Music Publishers Protective Association, with reference to the controversy arising out of the "Dream Street" music. I made it clear to Mr. Mills that we did not propose to be held up, and that while we were willing to pay generously for using the music for both "Way Down East" and "Dream Street", as well as for future scores that we would write, we were not going to pay tribute for everything that had been heretofore done, and were not going to pay any exorbitant prices in any event.

Roughly speaking, the proposition that was put to us meant a cash payment of about $14,000.00, and an unlimited amount if they could rake up all the past scores and present claims thereon.

My counter-proposition, roughly speaking, would amount to two or three thousand dollars, with a release for the past, but that an agreement would be made to pay for future music. Mr. Mills promised to take the matter up with the various publishers and let me know.

As I have not yet heard from him, I assume that the matter is still in abeyance.

Mr. Grey, this morning forwarded to me a copy of the letter sent to you by Edwards, Murphy and Minton, attorneys for Schirmer. My own suggestion is that you write a letter to these lawyers, informing them that the matter has been taken up by Mr. Mills who has been good enough to offer his services to both sides, and that Mr. Mills has a proposition which he will present to the varios publishers.

I have written to Mr. Grey today, informing him of my suggestion.

With kind regards, I am

Very truly yours,

Nathan Burkan

LDF:MLE

D. W. GRIFFITH PRESIDENT
A. L. GREY VICE-PRESIDENT

A. H. T. BANZHAF SECRETARY
J. C. EPPING TREASURER

Two Orphans
Foreign

D. W. GRIFFITH, INC.
PRESENTS
WAY DOWN EAST

GENERAL OFFICES 303 LONGACRE BLDG. NEW YORK
TELEPHONE · · · BRYANT · 6761 · 6762 · 9486
A L GREY · · · · GENERAL MANAGER

Sept. 15th, 1921.

Mr. A. H. T. Banzhaf,
Bush Terminal Bldg.,
New York.

Dear Mr. Banzhaf:-

I am sending by General Epping, Esquire copy of the "Gamest Girl" contract and the Nathan Burkan letter relative to the copyrighting of "The Two Orphans." The following is a memorandum of the "Two Orphans" agreement:

Mr. Wertheimer agrees to pay $93,000 cash for a fifty percent interest in "The Two Orphans" for the United Kingdom. The handling of the production is to be under our supervision. He is to finance exploitation of same and get this money back plus the $93,000 plus 7½% interest. Thereafter profits are divided fifty fifty. He agrees to pay this money upon the arrival of either Mr. McCarthy or myself in England. Mr. McCarthy is leaving on the stemmer "Celtic" Saturday September 17th.

Foreign

Yours very truly,
A. L. Grey
per T. W.

Tax

CENTRAL TRUST COMPANY OF ILLINOIS

CAPITAL AND SURPLUS $7,000,000.

AKSEL K. BODHOLDT
TRUST OFFICER

125 WEST MONROE STREET

CHICAGO.

September 16th, 1921.

D. W. Griffith, Inc.
Care Banzhaf & Pembleton,
130 West 42nd Street,
New York City.

Gentlemen: Attention Mr. A.H.T.Banzhaf

We are enclosing copy of a circular letter from the Board of Equalization of the State of Montana in reference to Inheritance Tax. Kindly advise if you wish us to obtain inheritance tax waiver from the State of Montana.

Very truly yours,

Aksel K. Bodholdt

Trust Officer

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $ 25,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels
Constantinople

New York, September 17, 1921.

George T. Scherzinger
Assistant Treasurer

Mr. D. W. Griffith,
C/o Mr. J. C. Epping,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N. Y.

Dear Sir:

We confirm having received the following checks from the United Artists Corporation:

New York funds - - - - - - - - - -		$1,580.00
Canadian funds - - -	$17.50	
Less 11% discount- -	1.93	15.57
Proceeds - - - - - - -		$1,595.57

This amount has been applied in reduction of your loan to $83,224.90.

Yours very truly,

Assistant Treasurer.

66-167-1

60r.00
60r.00
604.00
49.00

774.00
112.00
$81

1,166.6r
12,661.69
21,794.79
$23,775.10

315,000.00
23,775.10
$83,224.90

83,224.90
92.65
83,304.25

Telephone Stuyvesant 6060
Madison Sq. 568

Stuyvesant Express Co. Inc.

AUTO SERVICE

~~129 EAST 18th STREET~~
138 West 46th St.

NEW YORK, ~~Sept. 17, 1921.~~ 192

D. W. Griffith Service.
303 Longacre Building,
New York City.

Gentlemen:

Your communication of Sept 7th together with bill attached duly received.

In reply will say that we received two cases of film from you containing 8 reels and the same were duly returned. Therefore, we cannot see how you can make a charge against us for two missing reels as per your bill.

Yours very truly,
Stuyvesant Express Co., Inc.

By M. Nemeyer

Mr Burkan

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES

ORIENTA POINT

MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

September 17th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives
Way Down East		298815		
Norma Talmadge		963		
Birth Of A Nation		3145		
Lady McKenzie		2658		
Picture U-3			22026	24016
Picture C-13			1856	
		305581	23882	24016

Positive stock used

Eastman	213066	
Belgian	69817	
Agfa	46580	329463

Eastman negative used

Regular	24016	24017

Also 1288 ft Talmadge neg devp.

~~D.W. Griffith~~
Two Orphans

September 17th 1921.

Dr. John A. Harriss,
511 Fifth Ave.,
New York City.

Dear Mr. Harris:

Mr. Griffith is going to stage some special scenes at his studio practically all day Tuesday next, particularly some battle scenes supposed to be laid in the streets of Paris in connection with the production of "The Two Orphans", and he has requested me to invite you to come to the studio any time on that day to see him work, if you so desire.

This, of course, is not intended to limit your visit to the studio to any particular date, as you will always be welcome at any time, and we have only made this special invitation on account of what we believe will be an interesting occasion.

Thanking you again on behalf of Mr. Griffith and the writer for your courtesies, I remain

Very truly yours,

AHTB/CD

U.A. 125A

MINUTES OF SPECIAL MEETING OF
BOARD OF DIRECTORS OF
UNITED ARTISTS CORPORATION
HELD SEPTEMBER 19,1921

* * * * * * * * *
* * * *
*

At a special meeting of the Board of Directors of United Artists Corporation held at the office of the corporation on the 9th floor of 729 Seventh Avenue, New York City, at 3:30 P.M. on Monday, September 19th, 1921.

PRESENT: Mr. Hiram Abrams
Dennis F. O'Brien
Mrs. Charlotte Pickford
Nathan Burkan, and
Albert H.T.Banzhaf

constituting the entire membership of the Board.

Mr. Douglas Fairbanks and Mrs. Mary Pickford Fairbanks were also in attendance during the meeting, being stockholders of the Corporation.

Mr. Hiram Abrams acted as Chairman and Mr. M.E. Prager acted as Secretary throughout.

Mr. Burkan presented to the meeting a proposition from William Randolph Hearst, through his representative, Mr. Moore, to distribute four pictures produced by Mr. Hearst, through one of his motion picture corporations, through the United Artists Corporation. The matter was fully discussed by all present, including Mr. and Mrs. Fairbanks, Mr. Banzhaf reported that David W. Griffith was in favor of the proposition and Mr. Burkan reported that Charlie Chaplin was in favor of the proposition, and the remaining stockholders, Mr. and Mrs. Fairbanks expressed their approval.

Upon motion duly made, seconded and unanimously adopted, it was

RESOLVED that Mr. Abrams and Mr. O'Brien be, and they hereby are authorized as a committee, to enter into a contract with William Randolph Hearst, or his agent, for the distribution of four pictures to be selected from all pictures that may be produced by Mr. Hearst personally, or incorporate form by the United Artists Corporation, the terms of which are to be approved by Mr. Abrams and Mr. O'Brien. Such contract shall contain a provision that all of the pictures produced by Mr. Hearst shall be first submitted to the members of the Board of Directors of this Corporation for their selection and approval. The terms of distribution are to be 75% to the owner of the picture and 25% to the United Artists Corporation of the receipts derived in the United States of America and 70% to the owner of the picture and 30% to the United Artists Corporation, or its allied corporations in all other countries. The extra negatives are to be delivered f.o.b. London, and all other charges to be prepaid by the owner of the picture.

The proposition from the Eastern Film Corporation requesting the United Artists Corporation to distribute its two reel subjects was rejected.

The request to contribute to the Globe in the promulgation of certain propaganda was also rejected.

The propositions to join with certain associations regarding uniform contracts for the releasing of all pictures was rejected.

Mr. O'Brien reported that Madame Nazimova, through her husband, Charles Bryant, attorney-in-fact for Madame Nazimova, was prepared to close a contract with the United Artists Corporation for the distribution of the next picture produced by Madame Nazimova.

Upon motion duly made, seconded and unanimously adopted, it was

RESOLVED: That the proposition of MADAME NAZIMOVA be duly accepted, and that Mr. O'Brien be and he hereby is authorized to enter into a contract with MADAME NAZIMOVA, through her authorized attorney-in-fact, for the release of her next picture through the United Artists Corporation, the terms of this agreement to be left to the discretion of Mr. O'Brien, and the form to be similar to that of the other artists' contracts, with the exception of the percentage arrangements.

The chairman presented a proposition for the distribution of "Down on the Farm" in foreign territory by the United Artists Corporation.

Upon motion duly made, seconded and unanimously adopted, it was

RESOLVED, that Mr. O'Brien is authorized to enter into any contracts for the distribution of said picture as Mr. Abrams may in his judgment deem advisable.

The proposition from Mr. Jennings of Mexico City to distribute the United Artists' pictures in Mexico was rejected.

Upon motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the United Artists Corporation proceed to open exchanges and maintain offices and employees in Mexico, for the distribution of pictures distributed through the United Artists Corporation in the United States.

Upon motion duly made, seconded and unanimously adopted, it was

RESOLVED. that the United Artists Corporation arrange for the distribution of the pictures of the United Artists Corporation in South America, Japan, Australia and the Far East.

Mr. Abrams stated that in his opinion it would require additional capital to open these offices and he wished to know if each artist would contribute $5,000 toward the financing of these corporations. As two of the stockholders were present, thematter of financing the corporations for the distribution of pictures in foreign territory, was laid upon the table.

Mr. Banzhaf, representing David W. Griffith, was asked what were the plans of Mr. Griffith relative to the distribution of the motion picture that Mr. Griffith was now engaged in producing, namely, "The Two Orphans". Mr. Banzhaf stated as far as he knew Mr. Griffith expected to exhibit the picture in first-class theatres in certain centers for an advertising campaign and to establish value for the motion picture theatres. Mr. and Mrs. Fairbanks stated to the meeting very emphatically their opposition to any member of the United Artists Corporation being permitted to divert from his contract with United ,and that they had lived up to their contracts, and insisted upon the Board of Directors of the corporation compelling every person having a contract with the United Artists Corporation complying with that contract. It was the sense of the meeting that the proper officer of the corporation would enforce the contract with each artist, should any one of the artists seek to depart from his contract.

Mr. O'Brien then stated that it was the intention of the Corporation to file an application to do business in the State of Iowa, and upon motion duly made. seconded and unanimously adopted, it was

RESOLVED, that the proper officers of this corporation be and they are hereby authorized to make application on behalf of the Corporation to conduct business in the State of Iowa, and

FURTHER RESOLVED, that a certified copy of the articles of incorporation of this company be filed with the Secretary of the State of Iowa, with a request that a certificate be issued authorizing this company to transact business in the State of Iowa, it being understood and hereby agreed that the certificate or permit, when issued, shall be subject to, and subject this company to, all the provisions of the statutes of Iowa relative to corporations for pecuniary profit.

FURTHER RESOLVED, that service of process is hereby authorized to be made upon any of the officers or agents of this corporation, acting for or engaging in the transaction of its business within said state.

RESOLVED. further, that two of the principal officers of this company be, and they are hereby authorized and directed to do any and all things necessary to carry into effect the provisions of those resolutions, also to prepare and execute under oath, a statement showing the total authorized capital of this corporation, its paid-up capital, the total value of its assets now in use in the State of Iowa; also the estimated total amount to be in use in said state during the ensuing year.

RESOLVED, that George Cosson, a resident of Des Moines, Iowa, is hereby designated and appointed by this corporation as its agent on whom service of original notice of civil suit in the courts of the State of Iowa may be served in the manner provided in Senate File 413 of the Acts of the 39th General Assembly.

FURTHER RESOLVED, that the proper officers of this corporation be and they hereby are authorized to execute and deliver all necessary papers required to effectuate the purposes of the foregoing resolutions.

FURTHER RESOLVED, that the Secretary be and he hereby is authorized to certify the foregoing resolutions.

No further business coming before the meeting, the meeting duly adjourned.

_____
Secretary

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

September 19, 1921.

J. C. Epping, Esq., Treasurer,
D. W. Griffith, Inc.,
Longacre Building,
Broadway and 42nd Street,
New York, N. Y.

Dear Sir:

We beg to advise you that we have this day received check from the United Artists Corporation in the sum of $12,000. for the week ending September 17th, the same to be applied on account of your note with our Company dated May 11th, 1921 for $250,000.

We also wish to advise you that the interest on the above note to June 30th, amounting to $2,328.67, has not as yet been paid, and we would thank you to send us your check in this amount.

Very truly yours,

Assistant Secretary.

WHS/HGH
BANKING

BWG

GUEDALLA, JACOBSON & SPYER,
SOLICITORS.

GUEDALLA & JACOBSON. | SPYER & SONS.

F. M. GUEDALLA.
E. N. J. JACOBSON, C.B.E.
S. S. MACASKIE.

ENCLOSURE
No. 340

enc:

TELEGRAMS: GUEDALLA, STOCK, LONDON.
CABLEGRAMS: GUEDALLA, LONDON.

TELEPHONES 6548 6549 6550 6551 LONDON WALL.

WINCHESTER HOUSE,
OLD BROAD STREET,
LONDON, E.C.2.

19th September, 1921.

Albert H. T. Banzhaf, Esqre.,
c/o Messrs Banzhaf & Pembleton,
130 West 42nd Street,
NEW YORK,
U.S.A.

Dear Mr Banzhaf,

"THE TWO ORPHANS"

On my return last week from my cure and vacation, my Secretary handed me your cable of the 8th inst., as per enclosure, and your letter of the 30th ult., which only arrived here on the 10th inst.

As a matter of fact, I had such a rush of work the first day or two of my arrival, especially increased by Mr Malevinsky's arrival here, he being closeted with me for several hours last week, that I was unable to deal with your matter and still more urgent matters until the 15th inst., except that, immediately on my return on the 12th inst., when I saw your cable, I instructed my Managing clerk to make a search at Stationers Hall.

Stationers Hall is now only open on Tuesdays, and my Managing clerk went there on Tuesday, the 13th inst. and ascertained that since 1908 there has been no registration of a play of the above name, but the Copyright books at Stationers Hall only go back to 1908. Those of prior date have been removed to our Record Office.

He found out that no assignment of "The Two Orphans" had been made since July 1883. Any registration books at Stationers

Hall prior to that date have been removed. He also found that with regard to a book or novel called "The Two Orphans", no such book has been registered since 1911, but then again, all registration books of this description prior to our Copyright Act of 1911 have been removed to the Record Office.

In the meantime, I was arranging to see Messrs Samuel French & Co. personally, but thought it desirable, on the 15th inst. to send you a cablegram, as per enclosure, explaining what had happened.

I have since received your cable of the 15th inst., as per enclosure, stating that the European rights with regard to "The Two Orphans" have been purchased, and that we are to take no further action in the matter. Accordingly, I have cancelled my appointment with Messrs Samuel French & Co.

Now with regard to this office personally, you will probably remember that I wrote you on the 29th July, on the eve of my departure for my cure, stating that my partner, Mr Macaskie, would be attending to the affair.

I handed him your letter of the 13th July, and asked him to pay particular attention to it.

You probably know that in England the first Monday in August is a Bank Holiday, or National holiday, and it has now become a practice in all shops, offices, and factories, to take a long holiday from the Friday afternoon until Tuesday morning, and principals in business take an even longer holiday. You will observe that Bank Holiday this year was on the 1st August, and I was writing you

on the 29th July. It was my intention that Mr Macaskie should have pursued this matter immediately on his return from his Bank Holiday. Unfortunately, however, he fell ill, and to my distraction, a great many things have not been done which I wanted done in connection with my own department, apart from his altogether.

Mr Macaskie did his best from his home to give directions to other people in the office to do different things. I had given no direct instructions myself, and heand they did not want to worry me whilst I was away on my cure, so that I was not aware that Mr Macaskie was practically not here at all during August, and he is now away quite unwell.

As far as we can make out, he must have completely overlooked your matter. He certainly gave nobody any instructions here to attend to it. That is the only explanation which I can tender to you; that owing to his being away unwell, and my going away for my cure, this little affair became, at the time, completely overlooked. I have to express to you the very great regrets of my office and myself with regard to this first matter entrusted by you to us.

I imagine, from the way that Samuel French wrote to you, that whoever are the owners thereof, the British rights must be of rather a slender description, and, therefore, I hope that Mr Griffith has not been forced to pay too much for same.
It is, however, better to pay something for these copyright rights rather than have the trouble and expense, and annoyance of legal proceedings.

Moreover, just as Mr Griffith does not want the fruits of

his brain stolen by others, so he probably takes a very lenient view when third parties own that they claim copyright rights, and if, in fact, they do own copyright rights, Mr Griffith, and other authors and producers would never like to interfere with same without making full compensation.

From the few papers that you gave me, however, I feel sure that the British situation must almost be uncovered. Probably it is only in France that Mr Griffith will encounter copyright opposition.

By the way, I have been writing at very great length to Mr Dennis O'Brien with regard to the copyright situation.

In my view, I think that Mr Griffith ought to send over booklets about his films, and even, if possible, full scenarios and such like works, with instructions to his representative here to send copies to the British Museum, the Bodleian Library, Oxford, the University Library, Cambridge,, the Library of the Faculty of Advocates, Edinburgh, and the Library of Trinity College, Dublin. In each case, I would advise enclosing to these Libraries a stamped ~~addressed~~ envelope addressed to Mr Griffith's representative, so that each of the librarians could answer and enclose therein a written receipt for the booklet or scenario so sent to them. This, to my mind, would be sufficient evidence of publication within this jurisdiction.

An important point as regards Mr Griffith,(whom I assume is an American citizen) is that he should cause this publication in this jurisdiction to be made either before , or simultaneously with his registration of copyright at Washington.

For that purpose, the booklet or scenario should be sent over here in advance, and his representative should be instructed to send a cablegram immediately it arrives, so that Mr Griffith knows it has been safely received, and I should suggest that the representative be urged to do nothing further until receiving a cablegram from Mr Griffith, which could be a code word, to the effect that same is to be published by distribution amongst the said libraries; only, in addition to the code word, Mr Griffith ought to say very plainly on which date same was to be published, taking very good care that it is the same date as in the United States.

There is a clause in our Copyright Act which does talk of "simultaneous" publication as being 14 days one from the other, but having regard to the disputes between the United States and this country with regard to copyright, and the very technical distinctions which have arisen, I would not advise any American citizen (or British author ordinarily resident in the U.S.A.) to delay publication over here for any part of the 14 days after registration of copyright in Washington.

In my view, the publication here should be prior to, or on the very same day as in the United States, so that there could be no question about the matter at all.

The point is that if Mr Griffith, as an American citizen, has first chosen to publish his work in America, he cannot obtain protection of the same over here subsequently. If, however, he chooses first ~~or simultaneously~~ to publish it here, he can obtain protection, and if he does it simultaneously with registering his copyright in America, he is equally entitled to protection.

You will, therefore, appreciate why I never advise anyone to avail themselves of the 14 days interval. It may be that I am wrong or over-cautious about this. I have never taken any expert Counsel's advice on the matter, and if the affair is of very great importance to Mr Griffith, so that he does not like to publish here on the same day or prior to publishing in America, I would suggest that you would permit me, on his behalf, to take Counsel's opinion, which would not be expensive.

Indeed, I am asking Mr Dennis O'Brien to consider the general question of instructing me to go to Counsel on all kinds of matters with regard to copyright and tax matters of the "Big Four", so far as they are concerned with the United Artists Corporation, or even separately. I would be very glad if you would give yourself the time and trouble to confer with him on the entire situation.

I have told Mr Malevinsky that I am very much concerned at the loose way in which the Allied Artists Corporation is doing business in connection with "Way Down East", and I certainly am very frightened of having another very big tax problem, just as we have had in connection with Epoch and Wark Corporations over "Intolerance" and "The Birth of a Nation", only it will involve much larger taxes.

In this case, if "Way Down East" continues (as it should do) to be a very great success, the tax question may rapidly assume very appalling dimensions, but, apart from the tax question, there is also the question of property rights.

Naturally, with regard to a film like "Way Down East", it cannot be copied as a whole or even in most parts except by dupes, but suppose, somehow

or other, a fraudulent employee did make a dupe, of parts, and began to exploit it, I have to point out to you that we are without any machinery at the present time to prevent the fraud.

If we had a properly constituted licence, of course the Allied Artists would be in a position at once to apply to a Chancery Judge for a Peremptory Injunction, and then to proceed at leisure with the necessary proceedings for the protection of Mr Griffith's interests.

Again, suppose somebody should reproduce features of the picture. My hands are completely tied. I should be quite helpless. I could not tell Mr Powers or Mr Berman that they could do anything.

All I could do would be to cable to you, with the possibility that the Powers of Attorney and different documents you would send me, would not be in the form required by, or to completely satisfy the technicalities of our Law Courts, would only avail 2 or 3 weeks or more after the trouble.

Having had the unpleasant experience of the Dempsey-Carpentier fight film, where, as you probably know, George A. Smith managed to bribe someone in a New Jersey Cinema to let him have the loan of the fight film, when he pressed a negative film against certain portions of the print, and so obtained a duplicate of the parts he wanted, and these he incorporated with his own general film. Having, as I say, had this unpleasant experience, I am thinking all the time what would happen to valuable films of Douglas Fairbanks, Mary Pickford and D. W. Griffith, if someone over here were to perpetrate such a trick.

The guilty person would be able to show the features which had been stolen for two, three, or four weeks before I could intervene, but, apart from that, we would probably have a great deal of damage done, because different Cinema Theatres would be considerably annoyed, and probably, if they had not already taken up bookings, would refuse all bookings on the ground that their public did not want to see the same subject matter twice over.

Moreover, English Cinema Theatres get very sick about quarrels concerning films, exposing themselves to lawsuits over them -

As regards the fight film, I understand that the Cinema Theatres throughout the North of England and Scotland said, moreover, they had booked the unofficial film; then they heard there was an official film; and then a Pathe film, that With one thing and another, they did not want to be mixed up, both, in it, with the result that the Western Import finds the bookings of the official film very unsatisfactory with regard to the North of England and Scotland. This is what I am told. The official film never got a fair start for booking.

So that, apart from the protection of Mr Griffith and the other great artistes, one ought also to consider their duty towards Cinema Theatres. It is my view that they should so arrange their business over here that any Cinema Theatre dealing with their representative can be quite sure of the ground on which the English representative stands.

That is why I am constantly pressing that the Allied Artists should be duly licensed in the case of each film.

But, apart from all the licence problems and difficulties, which is a question of chain of title, I do urge upon you the seriousness of dealing with the tax question. Have seen Mr Rowers on it.

My own view and advice is that you should at once adopt the Mary Pickford printed form of licence and send over, and dating it properly should license the Allied Artists accordingly. Of course, all payments which are to be made to Mr Griffith or the United Artists thereunder , should be made thereunder, and by no other means, and on no other account.

I write this, respectfully urging your prompt attention, and indeed, I think it necessary that cables should be interchanged without delay, so that the position may be regulated.

When Mr Malevinsky returns next Saturday he will personally explain to you and Mr O'Brien, as well as Mr Durkan, all I have said about the matter. I have had very lengthy conferences with him on the entire affair.

If and when "The Two Orphans" comes over here, and if the film is to be handled by the Allied Artists, all the above comments equally apply.

Believe me,

Sincerely yours,

W M Sundelle

D.W. Griffith Service

"The Fall of Babylon"
"The Mother and The Law"
"Hearts of the World"

GENERAL OFFICES
303 LONGACRE BLDG., NEW YORK CITY
Phones, Bryant 6761-6762

Albert L. Grey
GENERAL MANAGER

Sept. 20, 1921.

Mr. A. H. T. Banzhaf,
130 West 42nd Street,
New York, N. Y.

Dear Mr. Banzhaf:

Mr. Grey asks that you take care of the attached, but in the event you cannot do so shall we turn it over to Mr. Burkan?

These people have been our local carriers, delivering cases of film for shipment to the American Express offices, post-offices, etc. An entire print of "Hearts of the World" was delivered to them to be carried to the American Express office going to Mr. Geiger, our salesman in Cleveland. As you know, Hearts of the World is ten reels which necessitates two film cases, each containing five reels. It seems as thought the driver left the two cases in the wagon outside of 1600 Broadway, unguarded, while he went across to 729 Seventh Avenue to the Warner Exchange, I believe, to get some other cases. Evidently while he was gone someone thinking that the two cases contained two prints took one of them, which happened to be the case containing the first five reels of "Hearts of the World".

Our first inkling of all this was when a Mr. Williams of the Young's Shoe Shop at 47 West 42nd Street called up and told me that he had found a case containing some of our film between the third and fourth floors, on a semi-landing, of their building. I immediately dispatched our boy, Jack, over there to get the case of film and upon opening it he found only three reels, Reels three, four and five with Reels one and two missing. Mr. Williams of the Young's Shoe Shop advised that that was all that was in the case when they opened same and he has witnesses to prove it.

I immediately got in touch with the owner of this express company who advised he knew all about it and had already started a search for the missing reels. After waiting a reasonable time for the recovery of same I sent the enclosed bill, and received the attached answer. If there are any further details you wish to know please advise me. With kindest regards,

Very truly,

D.W.Griffith Service.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

D. W. E

September 21st 1921.

89

Mr. Hiram Abrams,
729 Seventh Avenue,
New York City.

Dear Mr. Abrams:

We beg to ~~confirm the~~ understanding had with you and D. W. GRIFFITH INCORPORATED relative to the latter Company paying you a commission arising out of the release of "WAY DOWN EAST" on the United Artists' program and/or ~~its subsidiaries~~ throughout the World as follows:

After the photoplay "WAY DOWN EAST" has grossed the sum of One Million four hundred thousand ($1,400.000.) Dollars on the aforesaid program, and after the Company has received its share thereof, you are to receive from D. W. GRIFFITH INCORPORATED Ten (10%) per cent commission of the Company's share of said gross receipts on the next Eight hundred fifty thousand($850,000.) Dollars over and above the amount aforesaid, and after this Company's share has amounted to the sum of One Million eight hundred thousand ($1,800,000.) Dollars you are to receive, instead of Ten (10%) percent, Twenty (20%) percent of the Company's share of said receipts in excess thereof as long as said picture is released through the United Artists Corporation in said territory and as long as you are associated with the said United Artists Corporation.

This payment of commission to you, however, is not to extend over a period of three (3) years from date.

Very truly yours,

D. W. GRIFFITH INCORPORATED

By J. C. Epping

Treasurer.

delivered to Abrams Sept 22-21 AB.

Form 2875

WESTERN UNION

ANGLO-AMERICAN DIRECT UNITED STATES

CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

1921 SEP 21 PM 7 43

Received at 38 BROAD STREET, NEW YORK

1450 BROADWAY.N.Y.

BRYANT 4423

1921 SEP 21 PM 6 37

HC127 GT A135/21

LONDON 19

LCO GREY

303 LONGACRE BLDG NEWYORK

CONSULT BANZAHF RE GUEDELLA LETTER JULY TWENTY NINE GUEDELLA ADVISES

IMMEDIATE ACTION

POWERS

no 246 1865

RADIO CORPORATION
OF AMERICA
233 BROADWAY
NEW YORK

DAVID SARNOFF
GENERAL MANAGER

September 21, 1921.

D.W. Griffith Film Co.
1476 Broadway,
New York City.

Gentlemen:

It has come to our attention recently that many of the large film producers are not always quite accurate in the matter of illustrating the procedure which takes place when a person at sea sends a Radiogram to a person on shore or vice versa. In many instances the message is shown on the screen inscribed upon a land line telegraph form, which you will agree is not exactly "local color".

In many cities Radiograms sent from vessels at sea to persons ashore are delivered on a Radiogram form similar to the one attached herewith. The same procedure, of course, takes place when a person on shore sends a message to a person at sea and the Radiogram is also delivered to the addressee on a Radiogram blank.

In the future, it may happen that you will want to use the wireless in a picture. To this end, we are enclosing suitable number of blanks which may prove useful to you.

Of course, while this is not a matter absolutely vital to the success of your film, nevertheless, we feel sure that in your future work, you will want to picture facts as they actually are. To this end, we are enclosing a booklet explaining how Radiograms are sent to foreign countries and to ships at sea via radio. This may prove interesting to you.

Very truly yours,

David Sarnoff

General Manager.

ds-sh

D. W. GRIFFITH PRESIDENT
A. L. GREY VICE-PRESIDENT

A. H. T. BANZHAF SECRETARY
J. C. EPPING TREASURER

D. W. GRIFFITH, INC.
PRESENTS
WAY DOWN EAST

GENERAL OFFICES 303 LONGACRE BLDG NEW YORK
TELEPHONE · · · BRYANT · 6761 · 6762 · 9486
A L GREY · · · · GENERAL MANAGER

Sept. 22nd, 1921.

Dear Mr. Banzhaf:-

The enclosed cable from Powers explains itself.

Very truly yours,
A. L. Grey
per Lv.

Mr. A. H. T. Banzhaf,
Bush Terminal Bldg.,
New York.

CHARLES SCHWARTZ
LOUIS D. FROHLICH
HUGO VOGT

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

102

Enclosures,

Reg. Mail.

September
twenty-third
1 9 2 1.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:

I am enclosing herewith proposed agreement for the foreign picture rights in "The Two Orphans". Will you examine very carefully the said agreement, and let me have whatever suggestions you wish to make. I cabled to Mr. Smith, but have not as yet heard from him.

I would like to examine the French play, as well as the French novel, of "The Two Orphans". I have delivered both of these books to Mr. Griffith when he acquired the rights from Mrs. Stephenson. Will you be good enough to have Mr. Griffith send them back to me for my inspection. I spoke to Mr. Gray and he has promised to endeavor to procure them for me.

Yours very sincerely,

Nathan Burkan

CS/EL
Encls.

Perkins
Gaw-548th
Oct 16

Christie
69,59
next 69,38

REGISTERED
TELEGRAM
1 28 1

Dear Mr. Perkins:

I am enclosing photographs of the Ilsted Gallery exhibit in the Washington Post Sunday Magazine.

Will you examine the material and let me know if you think it would be worth your time to come down for a visit.

Sincerely yours,

Alfred H. J. Brunner, Mgr.

Mr. Perkins
750 West 42nd St.
New York City

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A G R E E M E N T made this day of September, 1921, between M. BORIS, of No. 24 Rue Jurbigo, Paris, France, hereinafter designated as "Boris", BORY OSSO, of No. 1457 Broadway, Borough of Manhattan, City of New York, hereinafter designated as "Osso", SOCIETE DES AUTEURS ET COMPOSITURS DRAMATIQUES, of No. 12 Rue Henner, Paris, France, hereinafter designated as "Societe", and D. W. GRIFFITH, Incorporated, a corporation duly organized under the Laws of the State of Maryland, U. S. A., hereinafter designated as "Griffith", as follows:

FIRST: Boris, Osso and the Societe hereby warrant and represent to Griffith, its successors and assigns, as follows:

That Adolphe Phillippe d'Ennery and Eugene Cormon were the sole authors of a play in the French language, entitled "Les Deux Orphelines", and a novelization thereof under the same name, and that at the time of their respective deaths were the sole and absolute owners of the exclusive right to reproduce such play and novel in motion pictures throughout the world except the United States; that the heirs of the said d'Ennery who acquired all the rights in such play and novel that were vested in the said d'Ennery at the time of his death, are Collette Meunier and Yvonne Meunier; that the heir of the said Cormon who acquired all the rights in the said play and novel that were vested in said Cormon at the time of his death, is Mayrargues; that the said abovementioned heirs of the said d'Ennery and Cormon, respectively, duly assigned, transferred and set over the entire motion picture rights in such French play and novel vested in them to Boris; that Boris is now

the sole and absolute owner of the said motion picture rights of every name, nature and description throughout the world except the United States; that he has not sold, assigned, leased, mortgaged or in any manner disposed of any of such rights to any party whomsoever; that he has not granted any right, license or privilege by which the same can in any way be diminished or impaired; that he has full right to make this agreement, and that he has full right to grant to Griffith, its successors and assigns, the exclusive motion picture rights in and to such French play and novel and the title thereof, in all countries of the world except the United States; that he hereby agrees that he will enter into no agreement and do no act which may tend to encumber in any manner whatsoever the rights hereby granted to Griffith, its successors and assigns; that the said French play and novel have been duly copyrighted in France and in all the other countries of the world, including the United Kingdom of Great Britain and Ireland, which are members of the International Copyright Union or Union of Berne, and in all countries which have special treaties with France for the mutual protection of literary property except the United States, and that all such copyrights and copyright protection (including the United Kingdom of Great Britain and Ireland), are now in full force and effect; that no other person, firm, corporation or association owns or controls the motion picture rights of such play and novel or has any rights therein or can impugn, attack or raise any material question concerning his right to exercise without the let, lease, license or hindrance of any party, to the fullest extent the rights to reproduce such play and novel in motion pictures

and to publicly exhibit the same under the title "The Two Orphans".

SECOND: Boris hereby sells, assigns, transfers and sets over unto Griffith, its successors and assigns, for the period commencing from the date hereof and ending January 1st, 1932, the exclusive right to reproduce in motion pictures the said play and novel, "Les Deux Orphelines", by d'Ennery and Cormon, and he hereby further sells, assigns, grants, transfers and sets over unto the said Griffith, its successors and assigns, the entire, complete, sole and exclusive right, license and privilege to use the said play, novel, title and theme thereof, for photographic reproduction or reproductions in the making of motion pictures and photoplays to be based thereon, and to manufacture, produce, reproduce, lease, release, book, sell, distribute, exhibit or otherwise dispose of, or cause to be manufactured, produced, reproduced, leased, released, booked, sold, distributed, exhibited or otherwise disposed of, motion pictures and photoplays based upon such play and novel throughout the entire world.

THIRD: Boris grants to Griffith, its successors and assigns, the exclusive right to use such play and novel, the title and theme thereof, in any manner in the making of motion picture versions or adaptations thereof; and to adapt, arrange, re-arrange, change, transpose, add to and subtract from such play, and from such title, as and to the extent that Griffith, its successors and assigns, may deem expedient for motion picture purposes.

FOURTH: Boris hereby grants to Griffith, its successors and assigns, the exclusive right to secure copyrights in its own name in any and all motion picture versions and adaptations of such play and novel, and to renew and extend all such copyrights in all countries of the world.

FIFTH: It is agreed that the only rights hereby granted in such play and novel to Griffith, its successors and assigns, are the exclusive motion picture rights thereof, and all the other rights in such play and novel are hereby reserved by Boris.

It is agreed, however, that nothing herein contained shall be construed to prohibit Griffith, its successors and assigns, from publishing in such languages and in such form or forms as it or they may elect, and Boris hereby grants to Griffith, its successors and assigns, the right to publish in such languages and in such form or forms as Griffith, its successors and assigns may elect, a synopsis or synopses of such play and novel (each of such synopses not to exceed ten thousand (10,000) words), for the purpose of exploitation of such motion pictures or photoplays, and to use extracts from the said play and novel for titles, sub-titles and text of such motion pictures or photoplays, and in connection with the exploitation thereof.

SIXTH: Boris, Osso and the Societe agree to deliver to Griffith, its successors and assigns, in no event later than January 15th, 1922, the following documents:

A duplicate original of this agreement, executed by Boris in person and executed by the Societe, through its two Managing Directors, Alfred Bloch and Marcel Ballot;

Documents duly certified by the proper Court Officials, establishing the heirship of the respective heirs of d'Ennery and Cormon, and establishing further the vesting in them of the rights in such play, "Les Deux Orphelines", by reason of such heirship;

A duplicate of the assignment made by such respective heirs to Boris of the motion picture rights in such play, such duplicate copy to be certified as to its correctness by a French notary;

All such abovementioned documents shall be executed and acknowledged before the American Consul in Paris, and shall be duly certified by the Secretary of Foreign Affairs.

It is expressly agreed that the delivery of each and all of the above documents within the time above limited, is of the essence of this agreement.

SEVENTH: Griffith agrees to pay to Boris for the rights hereby granted, the sum of Ten Thousand ($10,000.) Dollars in the manner following:

Five Thousand ($5,000.00) Dollars to be paid to Osso upon the execution and delivery of this agreement, receipt whereof is hereby acknowledged by Osso, such sum to be held in trust in accordance with and pursuant to the provisions of Article "Eighth" hereof;

The remaining Five Thousand ($5,000.) Dollars to be paid to Osso on January 15th, 1922, upon condition, however, that on or before such date there shall have been duly delivered to Griffith, its successors and assigns, all of the documents mentioned and described in Article "Sixth" hereof. In case for any reason there shall not be delivered to Griffith, its successors and assigns, all of such documents mentioned and described in

Article "Sixth" hereof on or before January 15th, 1922, then Griffith shall be released from all obligation to pay the said sum of Five Thousand ($5,000.) Dollars.

EIGHTH: It is hereby agreed that the sum of Five Thousand ($5,000.) Dollars paid to Osso on the execution hereof, in pursuance of the preceding Article, shall constitute and is hereby constituted a trust fund, and shall be held in trust by Osso, until the delivery to Griffith, its successors and assigns, of all the documents mentioned in Article "Sixth" hereof. In case each and all such documents shall not be delivered to Griffith, its successors and assigns, by January 15th, 1922, then the said sum of Five Thousand ($5,000.) Dollars so held in trust by Osso shall be refunded to Griffith, its successors and assigns. Upon the delivery, however, of all of such documents on or before January 15th, 1922, then such trust monies shall be disbursed by Osso in accordance with the instructions of Boris. In case of the non-delivery of such documents to Griffith, its successors and assigns, then upon the return by Osso of the said sum of Five Thousand ($5,000.00) Dollars, Osso shall not be personally liable in damages to Griffith, its successors and assigns, by reason of such non-delivery.

NINTH: Upon the expiration of the term hereof on January 1st, 1932, Griffith, its successors and assigns, shall nevertheless have the sole and exclusive right to continue the use, lease, release, licensing, sale or other exploitation or other disposition of all positive prints of such photoplay or photoplays theretofore made for Griffith, its successors or assigns.

In case, however, Griffith, its successors or assigns, shall desire to make new prints or manufacture new negatives, new print lineup or to extend the term of this agreement for additional periods of time, Boris hereby grants Griffith, its successors or assigns, the option to extend this agreement from year to year by paying to Boris the sum of One Thousand ($1,000.00) Dollars, on or before January 1st of each such extended year. The address of Boris, for all purposes under this agreement, is fixed at No. 24 Rue Jurbigo, Paris, France.

TENTH: Boris, Osso and the Societe hereby agree to warrant and defend the rights hereby granted to Griffith, its successors or assigns, and to hold and save harmless Griffith, its successors or assigns, from any and all claims, liabilities and demands whatsoever that shall arise out of or accrue to or that may be asserted by any third party, by virtue of the exercise by Griffith, its successors and assigns, of any of the rights granted to it and them hereunder.

ELEVENTH: Boris, Osso and the Societe hereby agree to execute and deliver to Griffith, its successors and assigns, any and all additional documents that may be reasonably required by the said Griffith, or its successors and assigns, in order to carry out and effectuate the purpose and intent of this agreement.

IN WITNESS WHEREOF,- Boris and Osso have hereunto set their hands and seals, and the Societe and Griffith have hereunto caused these presents to be signed by their duly authorized officers and their respective seals to be hereunto affixed, the day and year first above

written.

_____(L. S.)

_____(L. S.)

SOCIETE DES AUTEURS ET COMPOSITURS DRAMATIQUES,

By.....

D. W. GRIFFITH, Incorporated,

By.....

TEL. HANOVER 2119

EDWARD J. BULLWINKEL
43 EXCHANGE PLACE
NEW YORK

Sept. 23,1921.

J. C. Epping, Treasurer,
D. W. Griffith Incorporated,
Longacre Bldg., N. Y.

Dear Mr. Epping,

After leaving you yesterday Mr. Jones asked me to request that you forward him the proposed contract covering the loan of $500,000, so that he may be in a position without unnecessary delay to close the matter promptly when he meets you at his office next Wednesday.

I understand that this contract is already prepared, and request that you kindly forward same to me at your earliest opportunity so that I, in turn, may forward it to Mr. Jones.

Thanking you for the above, I am

Very truly yours,

Edward J. Bullwinkel

EJB/FK.

September 24, 1921.

Mr. Luther Reed,
Orwigsburg, Pa.

Dear Mr. Reed:--

We are returning herewith your scenario, "THE CHAMBER OF DEATH" as Mr. Griffith is not purchasing any new material at present. His next production is practically decided upon and I believe we have decided to follow the fashion and be economical for a while in the purchase of new screen material.

It seems a long time since that musty projection room at Universal City but maybe you still remember your able (?) assistant. If there is anything I can do for you in my present position I will gladly try to be accomodating. Harry Carr has left the Griffith forces and returned to Los Angeles and I am in charge of the very much curtailed scenario department.

With best wishes,

Sincerely,

LAW-J

D. W. GRIFFITH INCORPORATED.
Mamaroneck, New York.

September 24th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives
Way Down East		228319		
Norma Talmadge		835		
Machine Tests	30			
Picture U-3			25743	23439
	30	229154	25743	23439

Positive stock used.

Eastman	150559
Belgian	51481
Agfa	52877
	254917

Eastman negative used

Regular 23439

7-21 FORM 136

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

140 Broadway

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

US 218,720.79
Canada 12,696.24
Cuba 1,278.62
$ 232,695.75

New York, September 24, 1921.

315,000.00
232,695.75
$82,304.25

Mr. D. W. Griffith,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N. Y.

C/o Mr. J. C. Epping.

Dear Sir:

We confirm having received from the United Artists Corporation checks as follows:

New York funds		$886.00
Canadian funds	$38.50	
Less discount of 10%	3.85	34.65
Total - - - - - - - - - - -		$920.65

774.00 US.
11.200 Cuba
$886.00

This amount has been applied in reduction of the principal of your loan, leaving a balance of $82,304.25.

315,000.00
232,705.75
82,294.25

Yours very truly,

36-167-1

Guaranty Trust Company of New York
Loan DEPARTMENT

G.T.Scherzinger, Asst. Treas.

There has been but one picture made in the past two years able to play through the country at $2.

That is

D. W. GRIFFITH'S

"WAY DOWN EAST"

D. W. Griffith, Inc.
A. L. Grey, Gen. Mangr.

We believe Mr. Griffith's next picture will be in this $2 class which no other producer has yet been able to reach.

It will be called

"THE TWO ORPHANS"

D. W. Griffith, Inc.
A. L. Grey, Gen. Mangr.

NATIONAL ASSOCIATION OF THE MOTION PICTURE INDUSTRY
(INCORPORATED)

1520 BROADWAY NATIONAL ASSOCIATION OF THE MOTION PICTURE INDUSTRY NEW YORK CITY

FREDERICK H. ELLIOTT,
EXECUTIVE SECRETARY

September 26, 1921.

Mr. D. W. Griffith,
D.W.Griffith Enterprises,
1486 Broadway,
New York City.

Dear Sir:

I enclose herewith a notice of the committee assignments to which you have been designated by President William A. Brady for the ensuing year.

Notice is hereby given of the first meeting of the Censorship Committee which is to be held in Parlor A, Hotel Claridge, Thursday, September 29th at 12.30 p.m., when luncheon will be served.

Chairman Gabriel L. Hess requests that you indicate your willingness to accept the appointment and thereby render such service as you can to this committee by attending the meeting promptly at the hour indicated.

Judge J. Albert Brackett of Boston, who will be a guest at the luncheon, will present suggestions for consideration relative to the campaign to be inaugurated in Massachusetts to educate the people to vote against censorship in the referendum in November, 1922.

Yours very truly,

Executive Secretary.

By direction of
Mr. Gabriel L. Hess,
Chairman.

NATIONAL ASSOCIATION OF THE MOTION PICTURE INDUSTRY
(INCORPORATED)

1520 BROADWAY NEW YORK CITY

FREDERICK H. ELLIOTT,
EXECUTIVE SECRETARY

September 26, 1921.

Mr. D. W. Griffith,
Griffith Enterprises,
1476 Broadway,
New York City.

Dear Sir:

I take pleasure in advising that President William A. Brady has appointed you as a member of the following committee for the year:

Censorship

Not hearing from you to the contrary, we will assume that you are agreeable to accepting the appointment, and notices of meetings will be sent to you at the above address, unless otherwise directed.

Yours very truly,

Executive Secretary.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

September 26, 1921.

J. C. Epping, Esq., Treasurer,
D. W. Griffith, Inc.,
Longacre Building,
Broadway and 42nd Street,
New York, N. Y.

Dear Sir:

We beg to advise you that we have this day received check from the United Artists Corporation in the sum of $12,000. for the week ending September 24th, the same to be applied on account of your note with our Company dated May 11th, 1921 for $250,000.

We also wish to advise you that the interest on the above note to June 30th amounting to $2,328.67 has not as yet been paid, and we would thank you to send us your check in this amount.

Very truly yours,

Assistant Secretary.

Paid on a/c
$ 178,000.00

WHS/HGH
BANKING

NOVELLO & CO., LIMITED.
MUSIC PUBLISHERS.
OFFICE OF "THE MUSICAL TIMES"
"THE SCHOOL MUSIC REVIEW."

PRINTING AND BOOKBINDING.
THE NOVELLO WORKS,
SOHO W. 1.

SOLE AGENTS FOR U.S. AMERICA.
THE H. W. GRAY CO.,
2, WEST 45TH STREET,
NEW YORK.

160, Wardour Street, W.-1.
London Sept. 26 1921

D. W. Griffiths, Esq

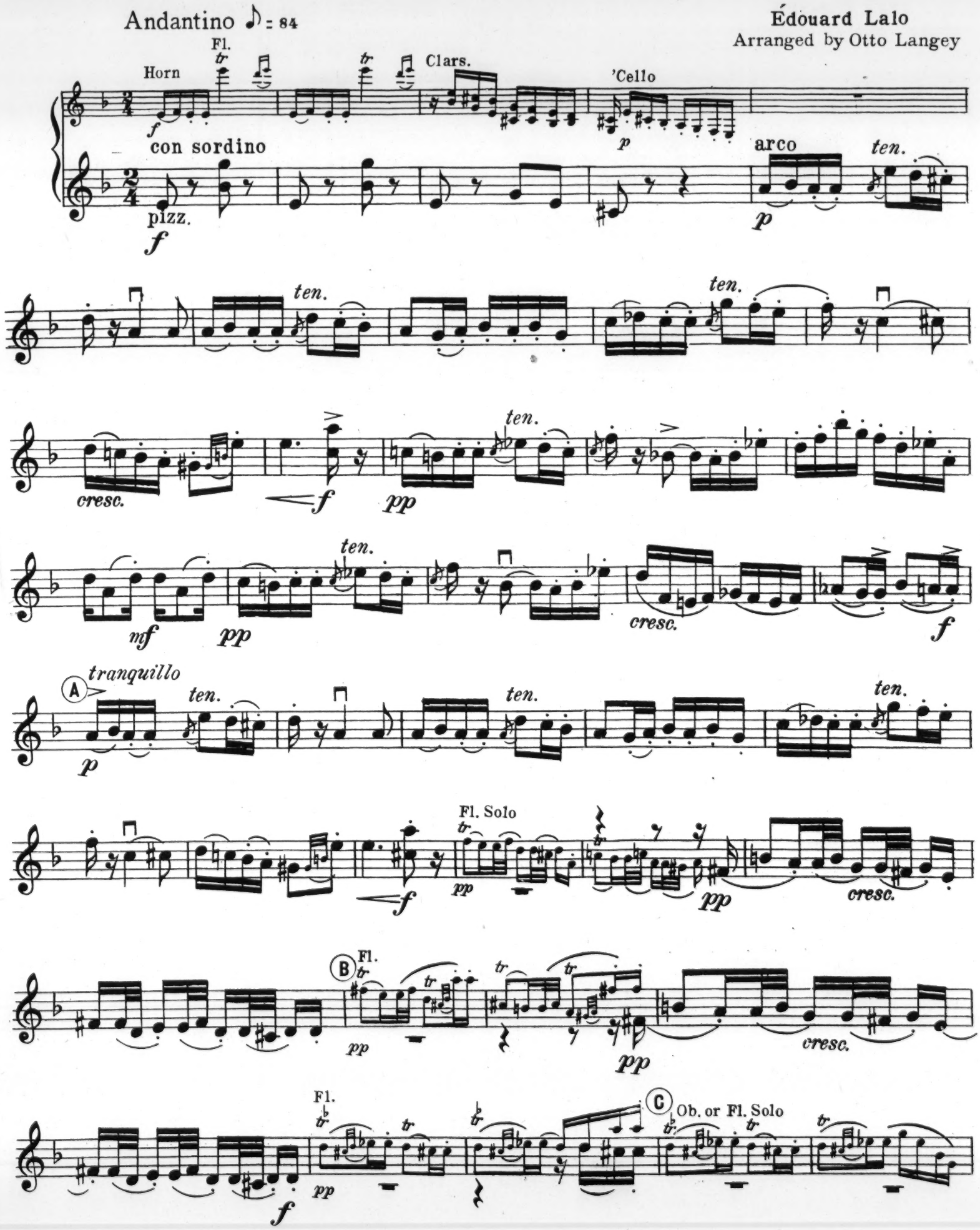
Dear Sir

We beg to inform you that the two orchestral pieces 'Aubade' & 'Serenade' composed by Harold Rawlinson may be performed anywhere without fee or licence provided the parts are obtained from us.

Yours faithfully
Novello & Co. Ltd
EJG

Aubade

Violin I



Copyright, 1921, by G. Schirmer, Inc.

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cresc.

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Clars.

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Ob.& Clar.

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pp

ff

pizz.

pp

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C O P Y

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D.W.GRIFFITH INCORPORATED

with

J.J.McCARTHY & THEODORE MITCHELL

- - - - - - - - - - - - - - - - - -

A G R E E M E N T

- - - - - - - - - - - - - - - - - -

"Way Down East" and "The Two Orphans."

- - - - - - - -

France, Belgium, Switzerland, Holland & Czecho-Slovakia.

- - - - - - - - - - - - - - - - - -

AGREEMENT made the 26th day of September, 1921, by and between D.W.GRIFFITH INCORPORATED, a Corporation duly organized and existing under the laws of the State of Maryland, hereinafter referred to as the "Lessor", party of the first part, and J.J. McCARTHY and THEODORE MITCHELL, co-partners, doing business under the firm and style name of McCARTHY & MITCHELL, of 807 Longacre Building, New York City, hereinafter referred to as the "Lessees", parties of the second part.

W I T N E S S E T H :

WHEREAS, the Lessor owns and controls the distribution rights of two photoplays entitled "WAY DOWN EAST" and "THE TWO ORPHANS" (the latter now being in the course of construction), and

WHEREAS, the Lessees desire to acquire exclusive right of distribution and exploitation of said motion picture productions when completed in the territory hereinafter described, and for the time and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessees the sole and exclusive right, subject to the performance of the terms and conditions required to be performed by said Lessees, to distribute or exploit the aforesaid motion picture productions, one entitled "WAY DOWN EAST", and the other entitled "THE TWO ORPHANS", which latter is now in the couse of construction, (but only in a dignified manner commensurate with the artistic qualities of the productions

as prepared by the Lessor, and with appropriate musical accompaniment and under the general supervision of the Lessor) in France, Belgium, Switzerland, Holland and all of Czecho-Slovakia, hereinafter referred to as the "Territory", and not elsewhere for a period of Ten (10) years from the date hereof.

SECOND: The Lessees shall not distribute or exploit such motion picture productions within said territory hereinbefore described, other than

(a) Directly with exhibitors and under written contract, a correct copy of which in each instance shall immediately upon execution be furnished to the Lessor, or

(b) By direct exhibition thereof in theatres hired by the Lessees (either at a flat rental, or on a rental based on a percentage of the receipts) and under written contract, a correct copy of which in each instance shall immediately upon execution be furnished to the Lessor.

(c) By direct sale of territorial rights thereof, as commonly known in the trade, and under written contract, subject, however, as to price and terms thereof to the approval of the Lessor, correct copies of which in each instance shall immediately upon execution be furnished to the Lessor.

THIRD: The Lessees shall pay to the Lessor for the said territorial rights hereby granted, the sum of Sixty thousand ($60,000.) Dollars, by delivering to the Lessor a receipt in full and a general release signed by the Lessees in full for all claims of the Lessees for commissions and profits arising out of the claim by the Lessees against the Lessor for the distribution and exploitation of the motion picture production known as "WAY DOWN EAST", which said sum is in full payment and liquidation of the aforesaid claim.

FOURTH: The Lessor further agrees as long as the negative is in existence to furnish to the Lessees prints of said productions , during the life of this contract.

The Lessor shall deliver and the Lessees shall accept delivery of all prints of said photoplays as same may be edited om completion thereof, or as may thereafter be edited by the Lessor at any time at the office of the Lessor #1476 Broadway, City of New York, or at such other place in New York City, as the Lessor may designate in writing, and the holding of such positive prints by the Lessor at such place shall constitute and be construed as due tender of delivery under this agreement, and any and all other tender of ~~xxxxxxxxxxxx~~ this agreement is expressly waived by the Lessees.

The Lessor shall furnish to the Lessees, as long as the negatives are in existence, and as the same shall be edited on completion or as they may thereafter be edited at any time by the Lessor, additional prints of said photoplays on payment by the Lessees to the Lessor of an additional sum at the rate of Five Cents per foot for each lineal foot of any such prints, but the Lessees shall at no time have in their possession more than thirtypositive prints for use in said Territory hereinbefore described as aforesaid, and the Lessees further agree that they will in no event permit the exhibition or projection of defective prints of said photoplays.

It is understood and agreed that the price per foot of said positive prints as set forth herein is based upon the present price of raw positive stock and in the event of the increase of the cost of the raw positive stock or in the event that the Federal Government of the United States

of America or the State or Municipal Governments in said United States in which said motion picture film is printed levies a tax upon such motion picture film, or raw positive stock, or such duly constituted Government authority should levy a sales tax thereon, the price per foot as set forth therein shall be increased by such amount of increased cost per foot, and increase of any tax per foot, or sales tax on the print as a whole or otherwise, if levied.

Every print delivered to the Lessees under this agreement is to be returned to the Lessor at its option, but at the Lessor's expense, to the Lessor's office in the City of New York, or elsewhere as said Lessor may order, upon the expiration of the license herein contained, provided it has not been lost, stolen or accidentally destroyed, in which case the Lessees are hereby required to supply affidavits satisfactory to the Lessor covering the cause of its destruction or loss.

FIFTH: The Lessees agree and guarantee that they will not permit any of the prints furnished by the Lessor to be copied or duplicated or shown outside of the aforesaid territory, or hire any copies thereof unless directly purchased from the Lessor pursuant to the terms and at the rate mentioned in this contract, and the Lessees shall immediately notify the Lessor of any infringement of copyright or unlawful use of said photoplay delivered pursuant to this agreement, and the Lessees will use every effort to enjoin and restrain the use of any copy of said production not authorized by the Lessees to be exhibited within the Territory, aforesaid.

The Lessor hereby gives and grants to the Lessees the right to enjoin any showing of the said motion picture photoplays, except by the Lessees under this contract, by

any parties not authorized to so exhibit it in said Territory, and to sue for damages therefor, but any such action shall be taken at the expense of the Lessees, and the Lessor shall in no way be liable for the acts of the Lessees in relation thereto.

SIXTH: The Lessor in addition to the aforesaid sum of Sixty thousand ($60,000) Dollars paid as aforesaid by the Lessees shall be entitled to a sum equal to 40% of the profits of the Lessees from the distribution and exploitation of said motion picture productions in said Territory. Before determining the profits herein, the Lessees shall retain and deduct from the net receipts, as hereinafter described, a sum equivalent to Sixty thousand ($60,000.) Dollars net cash, the sum aforesaid paid in accordance with provision in Paragraph THIRD hereof, plus Forty thousand ($40,000.) Dollars net cash, and when the Lessees shall have re-paid themselves this total sum, viz., One hundred thousand ($100,000.) Dollars, then and thereafter they shall pay to the Lessor monthly as hereinafter provided, 40% of the profits.

In determining the net receipts the following provisions shall be observed:

(a) Where contracts are made with exhibitors, the net receipts shall consist of the gross rentals paid by such exhibitors, less Thirty (30%) percent thereof in full for all distribution cost.

(b) Where the Lessee exploits said production directly in a theatre the net receipts shall consist of the gross or box office receipts, less sums actually paid for rental, music, theatre employees, light and advertising, and usual expenses incurred in conducting road shows, as known in the trade.

(c) Where the Lessee exhibits said picture in a theatre on said percentage basis, the net receipts shall be the actual amount received by the Lessees as the Lessees' share of the gross receipts, less usual expenses incurred in conducting road shows.

(d) Where the Lessees sells said photoplays on the state right basis as provided for in Article "c" of Paragraph "SECOND" hereof, the net receipts shall be the actual amount received by the Lessees for the sale of such territorial rights, plus any interest in the share of receipts, if any, less actual commissions paid, not to exceed 10% of the selling price thereof, if any.

SEVENTH: In neither event shall any overhead charge be made other than that which may be consented to by the duly authorized representative of the Lessor, arising out of the incurring of salaries for the general booking employee, general press representative and general advertising, and the cost of prints, lithographs, posters, heralds and slides, plus transportation, insurance, duty and customes charges thereon, which may be used in conjunction with the exploitation and distribution of said photoplay, and a reasonable rental charge for the maintenance of an executive office by the Lessees.

EIGHTH: Up to and including the 1st of January, 1923, the aforesaid productions shall be exhibited only at a schedule of prices, running from to or more, and the Lessees shall suitably provide in contracts with exhibitors for the enforcement of this schedule of prices.

NINTH: The Lessees shall on the last Saturday of each week, subsequent to the delivery to said Lessees of the prints of the aforesaid productions, mail to the Lessor

an itemized statement of the gross receipts for each set of said prints for the week ending at midnight on the Saturday preceding the said date of mailing.

Where said productions are being exploited in the manner described in subdivision "b" and "c" of Paragraph "Sixth" hereof, the Lessees shall furnish to the Lessor daily and weekly copies of box office statements.

Where said productions are sold as described in sub-division "d" of Paragraph "Sixth" hereof, said Lessees shall furnish to the Lessor copies of said State Right agreements, together with copies of all statements which said Lessees may receive from time to time from their sub-lessees.

TENTH: The Lessor will supply the Lessees with lithographs, heralds and advertising matter of said production at the usual schedule of prices at which the same are supplied by the Lessor from time to time to any distributing medium of said motion pictures within the United States, at its office in the City of New York, and the Lessees agree not to use or knowingly permit to be used within the territory hereinbefore described any lithographs not supplied by the Lessor or any advertising matter not approved by it.

It is understood and agreed that the positive prints which shall be delivered to the Lessees hereunder shall be used by said Lessees only in accordance with the express provisions hereof and shall not be shipped or used outside of the Territory hereinbefore specified, and the title thereto shall be and at all times remain in the Lessor, and said productions shall not be exploited as part of a "program" as the same is understood in the motion picture industry.

ELEVENTH: The Lessees shall not act or hold themselves out as the agents of the Lessor and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

TWELFTH: In the event of the passage and enforcement of any law prohibiting the importation into the said Territory of films manufactured in the United States, or the passage in the United States of any law prohibiting the exportation into said Territory from the United States, of motion picture film, this contract may by either party hereto be abrogated, cancelled, and annulled as to future deliveries as of the date of the enforcement of said law, but the Distributor shall be entitled to distribute all prints delivered prior to such date of abrogation or cancellation, upon the terms and conditions relating thereto, herein contained, as if this contract had not been abrogated, concelled or annulled.

THIRTEENTH: In the event of the failure of the Lessees to pay to the Lessor any money agreed to be paid to the Lessor by any provision of this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessees by giving thirty (30) days' notice by registered mail to said Lessees and thereupon upon the expiration of the time specified in such notice unless such money is meanwhile paid, such rights shall immediately cease and determine; it being distinctly agreed that the waiver of any default in any payment in any instance shall not operate as a waiver in any other instance.

FOURTEENTH: This agreement shall not be assigned by the Lessees without the prior written consent of the Lessor.

FIFTEENTH: In the event of the breach by the Lessees of any of the other conditions in this agreement contained or in the event of the filing of a Petition in Bankruptcy by or against the Lessees, or the Lessees is adjudged a Bankrupt the Lessor may call the attention of the Lessees to such breach by registered mail and if such breach does not cease or is not remedied within thirty (30) days after the mailing of such notice, the Lessor shall have the option of terminating the rights herein granted to the Lessees by giving Ten (10) days' notice by registered mail to the Lessees and thereupon upon the expiration of the time specified in such notice such rights shall immediately cease and terminate; it being distinctly agreed that the waiver of any breach in any instance shall not operate as a waiver in any other instance.

SIXTEENTH: The rights and remedies hereinbefore last given to the Lessor are in addition to and not in lieu of or limitation or derogation of the rights and remedies of this agreement otherwise granted, or by law created and vested in the Lessor and any waiver by the Lessor of any breach by the Lessees, whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of, or a consent to any subsequent breach on the part of the Lessees.

SEVENTEENTH: In the event of the termination of the rights of the Lessees as set forth in Paragraphs FOURTEENTH and FIFTEENTH hereof, such rights shall immediately rever to the Lessor and the Lessees shall forthwith return to the Lessor at the City of New York, or elsewhere as ordered by the Lessor, but at the Lessor's expense, all positive prints and all unused advertising matter relating thereto which shall have been delivered to

the Lessees hereunder; it being understood and agreed that the termination of the rights herein granted in the manner hereinabove provided shall not constitute a waiver of any right, claim or remedy of the Lessor, by reason of such breach.

EIGHTEENTH: The Lessor shall not directly or indirectly distribute or exhibit said picture in the Territory above described during the term of this agreement.

NINETEENTH: The prints of said motion picture photoplays delivered hereunder shall not be cut unless censored and shall be run with all titles, sub-titles, trailers and leaders, if any, and in the continuity of the story, as delivered to the Lessees, or as may thereafter be edited by the Lessor, with appropriate musical accompaniment as prepared by the Lessor.

TWENTIETH: Neither party hereto shall be liable for any defaults or delays caused by act of God, war or other circumstances beyond their control.

TWENTY-FIRST: The covenants herein contained shall bind the heirs, executors and administrators of the Lessees and the successors and assigns of the Lessor.

TWENTY-SECOND: It is further agreed that the name of DAVID W. GRIFFITH shall appear as Producer of said photoplays and his name shall be in as large type as any other printed matter on all prints and all lithographs, posters and other advertising, including newspaper advertisements and other advertising accessories.

TWENTY-THIRD: It is further agreed that the Lessees shall have no right to copyright said photoplays or register the name thereof, or the name of DAVID W. GRIFFITH, or D.W.GRIFFITH INCORPORATED, or any name similar thereto as a

trademark in any form whatsoever and it is further agreed between the parties that this agreement does not assign to, license or confer upon the Lessees any performing or producing rights or interest in the copyright of said motion picture photoplays, except the limited right of production or exhibition for the period herein mentioned.

TWENTY-FOURTH: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties. No representations, warranties, covenants or promises made by the representative or agent of D.W.GRIFFITH INCORPORATED or any other Company shall be binding or be considered a part of any agreement between the Lessor and the Lessees, unless herein expressly contained, and no variation or modification of this agreement shall be made, except in writing, signed on the part of the Lessor by its President or Vice-President, who, it is mutually agreed are the only parties to sign the same on behalf of the Lessor.

TWENTY-FIFTH: It is further agreed between the parties hereto that this agreement shall in all respects be construed according to the Laws of the State of New York and of the United States of America.

TWENTY-SIXTH: Any notice under this agreement to be given to the Lessor shall be given at its office, 1476 Broadway, New York City, or any other address designated by the Lessor, and any notice under this agreement given to the Lessees shall be given to them at their office #807 Longacre Bldg., 1476 Broadway, New York City.

~~IN WITNESS WHEREOF, the party of the first part has~~

TWENTY-SEVENTH: It is further understood and agreed that, notwithstanding the fact that Messrs. Mitchell & McCarthy are collectively referred to herein, as the Lessees all obligations created in this agreement upon the Lessees are joint and several obligations of both Messrs. Mitchell & McCarthy.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents the day and year first above written.

D.W.GRIFFITH INCORPORATED.

By Albert H. Gray Vice Pres

J. J. McCarthy and
Theodore Mitchell

By Theodore Mitchell

RADIOGRAM

WORLD WIDE WIRELESS

CONTINENT TO CONTINENT — SHORE TO SHIP — SHIP TO SHIP

"VIA RCA" RADIO CORPORATION OF AMERICA "VIA RCA"

EDWARD J. NALLY, PRESIDENT

FORM No. 112B

RECEIVED AT 500 FIFTH AVE. TEL. M. H. 3943 - 3944 AT. M. DATE SEP 27 1921 192

FA 18 AG F94

PARIS 13

BANZHAF

2 RECTOR ST NY (130 WEST 42ND ST)

INVESTIGATING ORPHANS WILL ADVISE IN THREE DAYS

SMITH

No orphans

TELEPHONE:

To secure prompt action on inquiries, this original RADIOGRAM should be presented at the office of the Radio Corporation. In telephone inquiries quote the number preceding the place of origin

Foreign

A G R E E M E N T

- - - - - - - - - - - - - - - - - - -

D.W.GRIFFITH INCORPORATED

with

JOHN OLSEN & COMPANY

- - - - - - - - - - - - - - - - - - -

Rights Norway, Sweden, Denmark
and Finland

"WAY DOWN EAST"

- - - - - - - - - - - - - - - - - - -

Dated;

A G R E E M E N T made and entered into this day of September, 1921, by and between D.W.GRIFFITH INCORPORATED, a Maryland Corporation, duly authorized to transact business in the State of New York, hereinafter referred to as the "Lessor", of the first part, and OVERSEA FILM TRADING COMPANY, Incorporated, a Corporation organized under the laws of Denmark, duly authorized to transact business in the State of New York, with a New York office located at #220 West 42nd Street, New York City, hereinafter referred to as the "Lessee", party of the second part.

W I T N E S S E T H :

WHEREAS, the Lessor is the sole owner of the motion picture photoplay entitled "WAY DOWN EAST", and

WHEREAS, the Lessee is desirous of obtaining the sole and exclusive right to exhibit and distribute for exhibition, positive prints of said photoplay thorughout the territory of NORWAY, SWEDEN and DENMARK, hereinafter referred to as the "Territory", on the terms hereafter more particularly set forth.

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

FIRST: (a) The Lessor shall deliver to the Lessee, and the latter shall take on the terms hereafter specified one complete positive print of the motion picture photoplay known as "WAY DOWN EAST", produced by D.W.Griffith, with English flash titles.

(b) The Lessor agrees to deliver to the Lessee, and the latter agrees to take the print relating to the said photoplay above referred to on or before the

30th day of September, 1921, subject to delays from causes beyond the control of the Lessor.

SECOND: The Lessor hereby licenses the Lessee to exhibit and distribute in the aforesaid Territory said motion picture photoplay, and the license thereof is granted for a period of five (5) years from the date of this contract. The legal title of all prints delivered hereunder shall remain with the Lessor at all times.

THIRD: The Lessor shall deliver, and the Lessee shall accept delivery of all prints of said photoplay as now edited or as may hereafter be edited by the Lessor at the office of the Lessor, #1476 Broadway, New York City, or at such other place in New York City as the Lessor may designate in writing, and the holding of such positive prints by the Lessor at such place shall constitute and be construed as due tender of delivery under this agreement, and any and all other tender of delivery is expressly waived by the Lessee.

FOURTH: The Lessee shall pay to the Lessor at its office in the City of New York, the sum of Fourteen thousand three hundred (~~$14,300.~~ 18000) Dollars, plus the sum of Six (6¢) cents per linear foot for each print delivered as a royalty for the use of the print of the aforesaid photoplay, said sum of Fourteen thousand three hundred (~~$14,300.~~ 18000—) Dollars, to be paid in cash on the exeuction and delivery of this agreement, receipt of which said sum is hereby acknowledged, plus the cost of the first print at 6¢ per linear foot as aforesaid, except that all footage of flash titles shall be paid for at the rate of Seven (7¢) cents per linear foot), on or before the 30 day of September, 1921, upon delivery by the Lessor to the Lessee of the positive print with English flash titles, as aforesaid, specified in articles "a" and "b" of paragraph "FIRST" hereof, delivery to be had as

specified in paragraph "THIRD" hereof.

FIFTH: The Lessor shall furnish to the Lessee, as long as the negative is in existence, as now edited or as the same may be hereafter edited by the Lessor, additional prints of said photoplay, not to exceed, however, a maximum of five (5) prints which shall be the maximum number of prints (which the Lessee shall be entitled to have in its possession at any one time) on payment by the Lessee to the Lessor of an additional royalty in the sum of ~~(Six)~~ Six (6¢) cents per foot for each linear foot of any such additional prints, except that all footage of flash titles shall be paid for at the rate of Seven (7¢) cents per linear foot, but the Lessee shall at no time have in its possession more than five (5) Positive prints for use in the Territory herein described as aforesaid.

SIXTH: The Lessee further agrees that it will in no event permit the exhibition or projection of a defective print of said photoplay.

SEVENTH: It is understood and agreed that the price per foot of said positive prints, as set forth herein, is based upon the present price of raw positive stock, and in the event of the increase of the cost of raw positive stock, or in the event that the Federal , State or Municipal Government in which said motion picture film is printed levies a tax upon such motion picture film, or raw positive stock, or such duly constituted Governmental authorities should levy a sales tax thereon, the price per foot as set forth herein shall be increased by such amount of increased cost per foot, and increase of any tax per foot, or sales tax on the print as a whole, or otherwise if levied.

EIGHTH: Every print delivered to the Lessee under this agreement is to be returned to the Lessor at its option at the Lessor's office in the City of New York upon the expiration of the license herein contained, provided it has not been lost, stolen, or accidentally destroyed, in which case the Lessee is hereby required to supply affidavits satisfactory to the Lessor, covering the cause of its destruction or loss.

NINTH: The Lessee agrees and guarantees that it they will not permit any of the prints furnished by the Lessor to be copied or duplicated, or shown outside of the Territory aforesaid, nor hire any copies thereof unless directly purchased from the Lessor pursuant to the terms and at the rate mentioned in this contract, and the Lessee shall immediately notify the Lessor of any infringement of copyright of said photoplay delivered pursuant to this agreement.

TENTH: The Lessor agrees that it will not exhibit the said photoplay delivered to the Lessee hereunder in said Territory, nor will it cause the same to be exhibited therein, and the Lessors will not lease, license, hire, supply or sell prints of such production to any person, firm or Corporation or association for use in said Territory during the term of the license herein granted, nor let, lease, license, hire, market, dispose of, exhibit or permit others than the Lessee or those deriving their rights to exhibit from said Lessee so far as the Lessor may control such exhibition by others to exhibit such photoplay.

ELEVENTH: The Lessor hereby gives and grants to the Lessee the right to enjoin any showing of the aforesaid

motion picture photoplay except by the Lessee under this contract by any party not authorized so to exhibit it in the said Territory, and to sue for damages therefor, but any such action shall be taken at the expense of the Lessee, and the Lessor shall in no way be liable for the acts of the Lessee in relation thereto.

TWELFTH: In the event that the Lessee makes default

(a) in paying to the Lessor any of the sums herein agreed to be paid

(b) in exhibiting prints of the said photoplay outside of the aforesaid Territory,

(c) in assigning their interest in this agreement, except as herein provided for by either voluntary or involuntary act, or should the Lessee ~~or either of the persons so designated~~ file a petition in bankruptcy or be adjudged a bankrupt, or be adjudicated or be judicially declared insolvent, or unable to pay its debts, or be judicially granted an extension of time to pay its debts.

Then on the happening of any one or more of these defaults, the Lessor may at its option terminate this agreement by giving ten (10) days' notice in writing to the Lessee, declaring its intention so to do, and may then seize and take wherever found any and all prints theretofore furnished by the Lessor to the Lessee, and the Lessor may also enjoin in any Court or Courts, having jurisdiction, the use of all prints furnished by the Lessor to the Lessees hereunder.

THIRTEENTH: The rights and remedies hereinbefore ~~least~~ last given to the Lessor are in addition to and not in lieu of or in limitation or in derogation of the rights and

remedies in this agreement otherwise granted or by law created and vested in the Lessor, and any waiver by the Lessor of any breach by the Lessee , whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of or a consent to any subsequent breach on the part of the Lessee .

FOURTEENTH: The prints of said motion picture photoplay delivered hereunder shall not be cut unless censored, and shall be run with all titles, sub-titles, trailers and leaders, if any, and in the continuity of the story as now or as may hereafter be delivered to the Lessee , and with appropriate musical accompaniment as prepared by the Lessor.

FIFTEENTH: It is understood and agreed that the Lessee is not the representative of the Lessor in any manner whatsoever and the Lessee agrees that it will not so hold out, either by advertising or otherwise, to the public, or to any person whomsoever, and that the Lessor shall not be liable for or bound by any representation, act or omission whatever of the Lessee .

It is further expressly understood and agreed that this agreement in nowise constitutes a partnership between the parties hereto; this agreement is declared to be personal in respect to each of the parties and it is agreed that the Lessee shall not be permitted to assign this agreement without the written consent of the Lessor.

SIXTEENTH: This contract being signed and entered into in New York, it is agreed that the Law to be applied to any matters hereunder shall be that of the State of New York and of the United States of America.

SEVENTEENTH: Neither party hereto shall be liable for any defaults or delays caused by act of God, war or other circumstances beyond their control.

EIGHTEENTH: The covenants herein contained shall bind the heirs, executors and administrators of the Lessee, and the successors and assigns of the Lessor.

NINETEENTH: It is further agreed that the name of "D.W.GRIFFITH", ~~as producer~~, shall appear as producer of said photoplay, and his name shall be in aslarge type as any other printed matter on all prints and all lithographs, posters and other advertising, including newspaper advertisements, and other advertising accessories.

TWENTIETH: It is further agreed that the Lessee shall have no right to copyright said photoplay or register the name thereof, or the name of D.W.GRIFFITH, or D.W.GRIFFITH INCORPORATED, or any name similar thereto, as a trademark in any form whatsoever, and it is further agreed between the parties that this agreement does not assign to, license or confer upon the Lessee any performing or producing rights or interest in the copyright of said motion picture photoplay, except the limited right of production or exhibition for the period herein mentioned.

TWENTY-FIRST: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties. No representations, warranties, covenants or promises made by any representative or agent of D.W.GRIFFITH INCORPORATED, or any other Company, shall be binding or be considered a part of any agreement between the Lessor and the Lessees, unless herein expressly contained, and no variation or modification of this agreement

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 27th day of September, 1921, before me personally came ERNST MATTSSON to me known, who, being by me duly sworn, did depose and say that he resides in the City of New York, that he is the General Manager of the New York Office of the OVERSEA FILM TRADING COMPANY, INC., of 4 Vestre Boulevard, Copenhagen, Denmark, the corporation described in and which executed the foregoing instrument; that he holds Power of Attorney from the above Company, dated the 25th day of October, 1920, to sign any contracts, and which Power of Attorney was shown to me, and that he signed his name thereto by like order.

Sworn to before me
this 27th day of September 1921
Benjamin Vorzimer

Ernst Mattsson

BENJAMIN VORZIMER,
Notary Public, Kings County Clerk's No. 10
Kings County Register's No. [illegible]
New York County Clerk's No. 32
New York County Register's No. 2020
My Commission expires March 30, 1922.

shall be made, except in writing, signed on the part of the Lessor by its President or Vice-President, who, it is mutually agreed, are the only persons authorized to sign the same on behalf of the Lessor.

TWENTY-SECOND: Any notice under this agreement to be given to the Lessor shall be given at its office #1476 Broadway, New York City, and any notice under this agreement to be given to the Lessee shall be given to it at its office #220 west 42nd Street, New York City.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents the day and year first above written.

D.W.GRIFFITH INCORPORATED

By Albert L. Grey

Vice-President.

OVERSEA FILM TRADING COMPANY, Inc.

By Charles Kay

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK.)

On this day of September, 1921 before me personally came to me known, who, being by me duly sworn, did depose and say that he resides in , that he is the of OVERSEA FILM TRADING COMPANY, Incorporated, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

September 28, 1921.

Radio Corporation of America,
233 Broadway,
New York City.

Gentlemen:

Thank you for the radiogram blanks and for the information you have given us. We will carefully keep these blanks in case of future need.

Very truly yours,

Secretary to Mr. Griffith

TEL. HANOVER 2119

EDWARD J. BULLWINKEL
43 EXCHANGE PLACE
NEW YORK

September 28,1921.

J. C. Epping, Treasurer,
D. W. Griffith,Inc.,
New York City.

Dear Sir:

In the event that the proposed D. W. Griffith,Inc., loan of $500,000 is not made by Mr. R. W. Jones, I hereby agree to accept $2000.00 in consideration for discontinuing negotations with ~~other parties~~ him and in full payment for my services in this matter.

Corrections OK
EJB

Very truly yours,

Edward J. Bullwinkel

EJB/FK.

Two Orphans

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
BUSH TERMINAL BUILDING
130 WEST 42ND STREET
NEW YORK

TELEPHONE
BRYANT 2657
CABLE ADDRESS
"PEMBAN"

September 29th 1921.

Mr. Edward J. Bullwinkle,
43 Exchange Place,
New York City.

Dear Sir:

In reply to your favor of the 28th inst. addressed to Mr. J.C.Epping, as Treasurer, wherein you agree to accept $2,000. in full consideration for discontinuing all negotiations with Mr. R.W. Jones for the placing of a loan on behalf of the Corporation for the sum of Five hundred thousand ($500,000.) Dollars, we beg to advise that this proposition is acceptable to us on the condition, however, and in consideration that you personally guarantee and hold this Company harmless from any and all claims for damages, if any, which Mr. R.W. Jones, or his associates may claim against the Company by reason of the withdrawal ~~xxxx~~ of this proposition.

Kindly confirm this by signing the acceptance below and we will forward you check in due course.

Very truly yours,

D.W.GRIFFITH INCORPORATED
By Albert H.T. Banzhaf

AHTB/GD

ACCEPTED BY:
Edward J. Bullwinkle

7-21 FORM 156

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

140 Broadway

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

219,120.79 US
1,310.12 Cuba
12,731.18 Canada
$233,162.09

New York, September 30, 1921.

219,120.79
1,310.12
12,731.18
233,162.09

Mr. D. W. Griffith,
C/o Mr. J. C. Epping,
D. W. Griffith Studio,
Orienta Point, Mamaroneck, N. Y.

Dear Sir:

We acknowledge receipt of the following checks from the United Artists Corporation:

New York funds		$431.50
Canadian funds	$38.50	
Less 9½% discount	3.66	34.84
Total - - - - - - -		$466.34

315,000.00
233,162.09
81,837.91

This amount has been applied in reduction of the principal of your loan, leaving a balance of $81,837.91.

66-167-1

Yours very truly,

Guaranty Trust Company of New York
Loan DEPARTMENT

G.T.Scherzinger, Asst.Treas.

AGREEMENT made the 30th day of September, 1921 by and between D. W. GRIFFITH INCORPORATED, a Corporation duly organized and existing under the laws of the State of Maryland, hereinafter referred to as the "Lessor", party of the first part, and EMILE WERTHEIMER, of 49 Greek Street, London W. 1 England, hereinafter referred to as the "Lessee," party of the second part

W I T N E S S E T H

WHEREAS, the Lessor is producing and owns and controls the sole right to the distribution thereof of a certain motion p icture photoplay entitled "THE TWO ORPHANS", and

WHEREAS, the Lessee desires to acquire exclusive right of distribtuion and exploitation of said motion picture roduction when completed in the territory hereinafter described, and for the time and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessee the sole and exclusive right, subject to the performance of the terms and cond tions required to be performed by said Lessee, to distribute or exploit the aforesaid motion picture production now in the course of construction entitled "THE TWO ORPHANS", (but only in a dignified manner commensurate with the artistic qualities of the production, as prepared by the Lessor, and with appropriate musical accompaniment and under the general supervision of the Lessor)

in Great Britain (comprising, England, Scotland, Ireland, Wales, the Channel Islands and the Ile of Man) hereinafter referred to as the "territory", and not elsewhere for a period of

10 years from the date hereof.

SECOND: The Lessee shall not distribute or exploit such motion picture production within said territory hereinbefore described, other than

(a) Directly with exhibitors and under written contract, a correct copy of which in each instance shall immediately upon execution be furnished to the Lessor, or

(b) By direct exhibition thereof in theatres hired by the Lessee (either at a flat rental, or on a rental based on a percentage of the receipts) and under written contract, a correct copy of which in each instance shall immediately upon execution be furnished to the Lessor.

THIRD: The Lessee shall pay to the Lessor in the manner hereinafter set forth for the said territorial rights hereby granted, the sum of 93,000.

Dollars, net cash, in lawful money of the United States of America, and a sum equal to Fifty-percent (50%) of the profits of the Lessee from the distribution and exploitation of said production as said profits are hereinafter defined.

The 93,000 Dollars cash shall be paid on or before the execution of this contract, receipt whereof is hereby acknowledged.

The Lessee represents and stipulates as an inducement to the Lessor to enter into this agreement that the check or checks, draft or other form of payment, making up the aforesaid sum of 93,000 Dollars

net cash, lawful money of the United States of America will be met upon presentation, and in the event that any check, draft or other instrument forming part or all of the aforesaid sum of $3,000 Dollars, net cash in lawful money of the United States of America, is not paid upon presentation, it is stipulated that upon protesting said check, draft or other order for payment all future rights of the Lessee in, to and under this contract shall at the option of the Lessor be terminated and all moneys theretofore paid shall be retained by the Lessor as liquidated damages.

FOURTH: The Lessor further agrees as long as the negative is in existence to furnish to the Lessees prints of said production, during the life of this contract.

The Lessor shall deliver and the Lessee shall accept delivery of all prints of said photoplay as same may be edited on completion thereof, or as may thereafter be edited by the Lessor at any time at the office of the Lessor $1476 Broadway, City of New York, or at such other place in New York City, as the Lessor may designate in writing, and the holding of such positive prints by the Lessor at such place shall constitute and be construed as due tender of delivery under this agreement, and any and all other tender of this agreement is expressly waived by the Lessee.

The Lessor shall furnish to the Lessee, as long as the negative is in existence, and as the same shall be edited on completion or as it may thereafter be edited at any time by the Lessor, additional prints of said photoplay on payment by the Lessee to the Lessor of an additional sum at the rate of Five (5) cents per foot for each lineal foot on

any such prints, but the Lessee shall at no time have in his possession more than 30 positive prints for use in said territory hereinbefore described as aforesaid and the Lessee further agrees that he will in no event permit the exhibition or projection of defective prints of said photoplay.

It is understood and agreed that the price per foot of said positive prints as set forth herein is based upon the present price of raw positive stock and in the event of the increase of the cost of the raw positive stock or in the event that the Federal Government of the United States of America or the State or Municipal Governments in said United States in which said motion picture film is printed levies a tax upon such motion picture film, or raw positive stock, or such duly constituted Government authority should levy a sales tax thereon, the price per foot as set forth therein shall be increased by such amount of increased cost per foot, and increase of any tax per foot, or sales tax on the print as a whole or otherwise, if levied.

Every print delivered to the Lessee under this agreement is to be returned to the Lessor at its option, but at the Lessor's expense, to the Lessor's office in the City of New York, or elsewhere as said Lessor may order, upon the expiration of the license herein contained, provided it has not been lost, stolen or accidentally destroyed, in which case the Lessee is hereby required to supply affidavits satisfactory to the Lessor covering the cause of its destruction or loss.

FIFTH: The Lessee agrees and guarantees that he will not permit any of the prints furnished by the Lessor to be copied or duplicated or shown outside of the aforesaid territory, or hire any copies thereof unless directly

purchased from the Lessor pursuant to the terms and at the rate mentioned in this contract, and the Lessee shall immediately notify the Lessor of any infringement of copyright or unlawful use of said photoplay delivered pursuant to this agreement, and the Lessee will use every effort to enjoin and restrain the use of any copy of said production not authorized by the Lessee to be exhibited within the territory, aforesaid.

The Lessor hereby gives and grants to the Lessee the right to enjoin any showing of the said motion picture photoplay, except by the Lessee under this contract, by any parties not authorized to so exhibit it in said territory, and to sue for damages therefor, but any such action shall be taken at the expense of the Lessee, and the Lessor shall in no way be liable for the acts of the Lessee in relation thereto.

SIXTH: The Lessor in addition to the aforesaid sum of 93 000 Dollars, net cash of lawful money of the United States of America, shall be entitled to a sum equal to 50% of the profits of the Lessee from the distribution and exploitation of said motion picture in said territory. Before determining the profits herein, the Lessee shall retain and deduct from the net receipts, as hereinafter described, a sum equivalent to 93 000 Dollars, net cash, lawful money of the United States of America, the sum aforesaid advanced in accordance with the provisions of Paragraph "THIRD" herein, plus Seven and one-half per cent (7½%) thereof, and when the Lessee has repaid himself this sum, then and thereafter he shall pay to he Lessor weekly as hereinafter provided fifty percent (50%) of the profits.

In determining the net receipts the following provisions shall be observed:

(a) Where contracts are made with exhibitors, the net receipts shall consist of the gross rentals paid by such exhibitors, less thirty (30%) percent thereof in full for all distribution cost.

(b) Where the Lessee exploits said production directly in a theatre the net receipts shall consist of the gross or box office receipts, less sums actually paid for rental, music, theatre employees, light and advertising, and usual expenses incurred in conducting road shows, as known in the trade.

(c) Where the Lessee exhibits said picture in a theatre on said percentage basis, the net receipts shall be the actual amount received by the Lessee as the Lessee's share of the gross receipts, less usual expenses incurred in conducting road shows.

SEVENTH: In neither event shall any overhead charge be made other than that which may be consented to by the duly authorized representative of the Lessor, arising out of the incurring of salaries for the general booking employee, general press representative and general advertising, and the cost of prints, lithographs, posters, heralds and slides, plus transportation, insurance, duty and customes charges thereon, which may be used in conjunction with the exploittation and distribution of said photoplay.

EIGHTH: Up to and including the 1st of January 1923, the aforesaid production shall be exhibited only at a schedule of prices, running from to or more, and the Lessee shall suitably provide in contracts with exhibitors for the enforcement of this schedule of prices.

NINTH: The Lessee shall on the last Saturday of each week, subsequent to the delivery to said Lessee of the prints of the aforesaid production, mail to the Lessor an itemized statement of the gross receipts for each set of said prints for the week ending at midnight on the Saturday preceding the said date of mailing.

Where said production is being exploited in the manner described in subdivision "B" and "C" of Paragraph SIXTH hereof, the Lessee shall furnish to the Lessor daily and weekly copies of box office statements.

The Lessee shall at all times afford access to the Lessor or its representatives at all reasonable hours to all of the accounts, books, records and vouchers of the Lessee relating to the distribution and exploitation of the prints of said motion picture.

TENTH: The Lessor will supply the Lessee with lithographs, heralds and advertising matter of said production at the usual schedule of prices at which the same are supplied by the Lessor from time to time to any distributing medium of said motion pictures within the United States, at its office in the City of New York, and the Lessee agrees not to use or knowingly permit to be used within the territory hereinbefore described any lithographs not supplied by the Lessor or any advertising matter not approved by it.

It is understood and agreed that the positive prints which shall be delivered to the Lessee hereunder shall be used by said Lessee only in accordance with the express provision hereof and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereto shall be and at all times remain in the Lessor, and said production shall not be exploited as part of a "program" as the same is understood in the motion picture industry.

ELEVENTH: The Lessee shall not act or hold itself out as the agent of the Lessor and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

TWELFTH: In the event of the passage and enforcement of any law prohibiting the importation into the said territory of films manufactured in the United States, or the passage in the United States of any law prohibiting the exportation into said territory from the United States, of motion picture film, this contract may by either party hereto be abrogated, cancelled, and annulled as to future deliveries as of the date of the enforcement of said law, but the distributor shall be entitled to distribute all prints delivered prior to such date of abrogation, or cancellation, upon the terms and conditions relating thereto, herein contained, as if this contract had not been abrogated, cancelled or annulled.

THIRTEENTH: This agreement shall not be assigned by the Lessee without the prior written consent of the Lessor.

FOURTEENTH: In the event of the failure of the Lessee to pay to the Lessor any money agreed to be paid to the Lessor by any provision of this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving thirty (30) days' notice by registered mail to said Lessee and thereupon upon the expiration of the time specified in such notice unless such money is meanwhile paid, such rights shall immediately cease and determine; it being distinctly agreed that the waiver of any default in any payment in any instance shall not operate as a waiver in any other instance.

FIFTEENTH:

In the event of the breach by the Lessee of any of the other conditions in this agreement contained or in the event of the filing of a Petition in Bankruptcy by or against the Lessee, or the Lessee is adjudged a Bankrupt the Lessor may call the attention of the Lessee to such breach by registered mail and if such breach does not cease or is not remedied within thirty (30) days after the mailing of such notice, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten (10) days' notice by registered mail to the Lessee and thereupon upon the expiration of the time specified in such notice such rights shall immediately cease and terminate; it being distinctly agreed that the waiver of any breach in any instance shall not operate as a waiver in any other instance.

SIXTEENTH: The rights and remedies hereinbefore last given to the Lessor are in addition to and not in lieu of or limitation or derogation of the rights and remedies in this agreement otherwise granted, or by law created and vested in the Lessor and any waiver by the Lessor of any breach by the Lessee, whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of, or a consent to any subsequent breach on the part of the Lessee.

this agreement

SEVENTEENTH: In the event of the termination of the rights of the Lessee as set forth in paragraphs FOURTEENTH and FIFTEENTH hereof, such rights shall immediately revert to the Lessor and the Lessee shall forthwith return to the Lessor at the City of New York, or elsewhere as ordered by the Lessor, butat the Lessor's expense, all positive prints and all unused advertising matter relating thereto which shall have been delivered to

the Lessee hereunder; it being understood and agreed that the termination of the rights herein granted in the manner hereinabove provided shall not constitute a waiver of any right, claim or remedy of the Lessor, by reason of such breach.

EIGHTEENTH: The Lessor shall not directly or indirectly distribute or exhibit said picture in the territory above described during the term of this agreement.

NINETEENTH: The prints of said motion poiture photoplay delivered hereunder shall not be cut unless censored and shall be run with all titles, sub-titles, trailers and leaders, if any, and in the continuity of the story, as delivered to the Lessees, or as may thereafter be edited by the Lessor, with appropriate musical accompaniment as prepared by the Lessor.

TWENTIETH: Neither party hereto shall be liable for any defaults or delays caused by act of God, ware or other circumstances beyond their control.

TWENTY-FIRST: The covenants herein contained shall bind the heirs, executors and administractors of the Lessee and the successors and assigns of the Lessor.

TWENTY-SECOND: It is further agreed that the name of DAVID W. GRIFFITH shall appear as Producer of said photoplay and his name shall be in as large type as any other printed matter on all prints and all lithographs, posters and other advertising, including newspaper advertisements and other advertising accessories.

TWENTY-THIRD: It is further agreed that the Lessees shall have no right to copyright said photoplay or register the name thereof, or the name of DAVID W. GRIFFITH, or D. W. GRIFFITH INCORPORATED, or any name similar thereto as a

trademark in any form whatsoever and it is further agreed between the parties that this agreement does not assign to, license or confer upon the Lessee any performing or producing rights or interest in the copyright of said motion picture photoplay, except the limited right of production or exhibition for the period herein mentioned.

TWENTY-FOURTH: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties, No representations, warranties, covenants or promises made by any representative or agent of D. W. GRIFFITH INCORPORATED or any other Company shall be binding or be considered a part of any agreement between the Lessor and the Lessee, unless herein expressly contained, and no variation or modification of this agreement shall be made, except in writing, signed on the part of the Lessor by its President or Vice-President, who, it is mutually agreed are the only parties to sign the same on behalf of the Lessor.

TWENTY-FIFTH: It is further agreed between the parties hereto that this agreement shall in all respects be construed according to the Laws of the State of New York and of the United States of America.

TWENTY-SIXTH: Any notice under this agreement to be given to the Lessor shall be given at its office, #1476 Broadway, New York City, or any other address designated by the Lessor, and any notice under this agreement given to the Lessee shall be given to him at his office #49 Greek Street, London W. 1 England.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its duly authorized

officer, and the party of the second part has hereunto set his hand and seal the day and year first above written.

D. W. GRIFFITH INCORPORATED

By Albert L Grey

ATTEST:

A H Z B.

E. Weathermen (L.S.)

Copy

Griffith London. Sept 5

Regret exceedingly cannot arrange threehundred fifty thousand but willing purchase for cash orphans for England stop 'aid deposit three months ago for WestEnd Theater and must now pay balance that is reason cannot find you three hundred fifty stop Willing rename Theater Griffith and reppen Theatre with your new production Why dont you send Grey over to London Willing to assist you very utmost in every way Kindest regards Cable

Wertheimer.

letter

Dear Mr. Wertheimer

My able substitute will hand you this note. In making settlement with him, will you be good enough to make New York draft in favor of D. W. Griffith, Inc. for $90,500, and pay to Mr. McCarthy the bearer of this message $2,500, which he will need to heap defray his expenses.

Trusting this finds you enjoying the best of health, with all good wishes - you have at last done something and I am for you.

Very truly yours,

D. W. GRIFFITH, INC.

ALG/W

Vice Pres.

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

TELEGRAM

CLASS OF SERVICE DESIRED	
FAST DAY TELEGRAM	
DAY LETTER	
NIGHT TELEGRAM	
NIGHT LETTERGRAM	

The sender must mark an X opposite the class of service desired; otherwise the telegram will be transmitted as a fast day telegram.

THE POSTAL TELEGRAPH-CABLE COMPANY [INCORPORATED] TRANSMITS AND DELIVERS THIS MESSAGE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

RECEIVERS NUMBER

CHECK

TIME FILED

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to. Form 2

My Dear Mr Griffith:

wont you grant me the great pleasure of meeting so wonderful a man as D. W. G. befor I return to my native land next week? I am living at the Claridge Room 923 & my name is Peggy Wdell. I've enjoyed your pictures so very much & now knowing you are so very close I surely would appreciate meeting you very very much.

Thanking you I remain

Sincerely

Peggy Wdell.

SENDER'S ADDRESS FOR REFERENCE

SENDER'S TELEPHONE NUMBER

124
Misc

TO WHOM IT MAY CONCERN.-

The following occured during the making of "Orphans of the Storm" in the fall of 1921 at the D. W. Griffith Studio, Mamaroneck, New York.

On one of the many occasions when extra people were required, a certain Miss Peggy Udell and her mother were sent out from New York among many others. They both occasioned a great deal of trouble due to their dislike of the wardrobe provided and when on the set that day did not want to do their work. They were called back the following day but again caused more trouble and annoyance so Mr. Griffith told me not to call them back again.

I told them that they were through but in spite of that, the next day they came to the studio, made up and started to go on the set when I saw them for the first time that morning, told them both that they were not called and could not work. Miss Udell became very insulting and abusive, refusing to leave until after I threatened to call an officer and have her put off the premises. They then left.

COPY

The above took place in the big hall of the studio office building in the presence and hearing of at least seven or eight persons.

A day or two later Mr. G. J. Lloyd, of our New York office called me on the phone and told me that a Miss Udell and her mother had been in the office and had made complaints to Mr. J. C. Epping and himself about the way that I had treated them, saying among other things that I had insulted Miss Udell and that they were threatening to sue me. I told Mr. Lloyd the details of the case and also that there were several witnesses present whenever I had had occasion to speak to Miss Udell. He said later that Mr. Banzhaf, attorney for D. W. Griffith, Inc., advised me to send down statements signed by these witnesses. I had this done and a day or two later Mr. Lloyd called me and said that Miss Udell and her mother had been in the office and left after being shown copies of these statements.

I certify that the above to the best of my knowledge and belief is truw in all particulars,

Signed, Herbert Sutch.

~~135 9 Hunt~~

1921

Cablegram from London to

J. Lloyd,
New York

Kindly send cable from Griffith to be read at luncheon given by us to London press on Thursday to commemorate Way Down East success and new era inaugurated by its method of presentation.

Signed --- Manning

9/ /21 (n.d.)

MEMO for contract of Epping deal.

---00000---

Agreement to be made for loan of $500,000 in blank by Corporation's note to carry 8% interest, note to be endorsed by Mr. Griffith. Give for this as collateral security an assignment of World's rights of the motion picture photoplay "TWO ORPHANS", less territory consisting of France, Holland, Belgium and Czecho-Slovakia, which has already been disposed of, also subject to the prior sale, if consummated, of the rights of Great Britain. The $500,000 so advanced is to be repaid plus 8% interest out of the Company's gross receipts which may be received through exploitation of the picture as road shows, or if released through the United Artists Corporation the Company's gross receipts received from s aid Corporation less 5% excise tax on exploitation.

After payment of the $500,000. plus 8% the assignee is to receive 33-1/3rd % of the net profits received by the Corporation throught the entire world.

The $93,000. is to be credited to the account of the assignee provided the $500,000. is paid in before the signing of the contract for the sale of the picture rights for Great Britain. It is understood that this agreement will be null and void if a written agreement on the part of the parties and this contract withdrawn if not consummated by the 28th of September, Wednesday next, on account of dealing with others.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

October 1st 1921.

Work done during week.

	Tests	Releases	Samples	Negatives
Way Down East		270585		
Broken Blossoms		3590		
Dream Street		763		
Birth Of A Nation		876		
Picture C-13			1498	
Picture U-3			18390	17125
		275814	19888	17125

Positive stock used

Eastman	182480
Belgian	86411
Agfa	26811
	295702

Negative stpck used

Eastman Regular 17125

Charge to the account of D W Griffith Inc. Two Orphans English $

Form 1228

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Oct 3 1921.

CABLE

deferred rate

Enormity
London (England)

Second negative instead of original negative Fifteenth paragraph remains as per contract note breaches can be rectified in thirty days thereunder stop if unable to deliver as per contract ninetythree thousand dollars to be returned upon demand with six percent interest in full settlement for all claims by lessee for damages stop other suggested changes agreed to Kindest regards

Albert L Grey Vice President.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

October 3, 1921.

J. C. Epping, Esq., Treasurer,
G. W. Griffith, Incorporated,
Longacre Building,
Broadway & 42nd Street,
New York City.

Dear Sir:

We beg to advise you that we have this day received check from the United Artists Corporation in the sum of $12,000. for the week ending October 1st, the same to be applied on account of your note with our Company dated May 11, 1921 for $250,000.

After making the above payment there remains a balance of $60,000.

250
190,000.00
60,000.

250.000.—
190,000.—
60,000.00
OK

Very truly yours,

Assistant Secretary.

WHS:DR
BANKING
O.A.J.

October 3rd 1921.

Mr. A. L. Grey,
Room 301 - 1476 Broadway,
New York City.

Dear Mr. Grey:

I submit herewith following suggestions regarding Wertheimer contract for "TWO ORPHANS". I would cable these instructions to Wertheimer and I think the same ought to be accepted by him. I am giving you a copy of the contract for your information which contract please return to me.

I would also suggest that you attach to the contract a copy of Wertheimer's cablegram and a copy of your reply in order to preserve the record.

Very truly yours,

AHTB/GD
Enc.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

ua

IN-RE

D Oct. 3rd, 1921.

Mr. Albert H. T. Banzhaf
130 West 42nd Street
New York City

My dear Bert:-

After some diligent search of the Election Law, Penal Statutes, etc. we found a section in the General Corporation Law, upon which we have based the enclosed letter to Mr. Abrams.

It occurred to me that it might save you looking for the Statute, should you at any time care to use it, hence I am sending you copy of the letter.

Sincerely yours,

Dennis F. O'Brien

DFO'B:MM

October 3rd, 1921

Mr. Hiram Abrams
729 Seventh Ave.
New York City

My dear Mr. Abrams:-

Pursuant to the instructions given me at the last meeting of the Board of Directors, I desire to state that we have examined the laws of the State of New York and found that Paragraph 44, Article 2 of the General Corporation Law provides as follows:

> "No corporation or joint-stock association doing business in this state, except a corporation or association organized or maintained for political purposes only, shall directly or indirectly pay or use or offer, consent or agree to pay or use any money or property for or in aid of any political party, committee or organization, or for, or in aid of, any corporation, joint-stock or other association organized or maintained for political purposes, or for, or in aid of, any candidate for political office or for nomination for such office, or for any political purpose whatever, or for the reimbursement of any person for moneys or property so used."

The rest of the paragraph makes it a misdemeanor, punishable by imprisonment in a penitentiary or county jail for not more than one year and a fine of not more than one thousand dollars, for any officer, director or stockholder or agent of any corporation who violates the above provision, or aids or abets in the violation.

In the event of any person seeking a contribution from you, you show them this letter.

Very truly yours,

DFO'B:MM

RADIOGRAM

WORLD WIDE WIRELESS

CONTINENT TO CONTINENT — SHORE TO SHIP — SHIP TO SHIP

"VIA RCA" RADIO CORPORATION OF AMERICA "VIA RCA"

EDWARD J. NALLY, PRESIDENT

FORM No. 112

RECEIVED AT 64 BROAD STREET, NEW YORK, AT 9 10 P M. DATE OCT 4 1921 192

1693

910 MNMUU

LONDON 20

ALBERT GREY LONGACRE BUILDING

42 ST BROADWAY NYCITY

PAID MACCARTHY NINETYTHREE THOUSAND DOLLARS NEW YORK

BANKERS CHEQUE KINDEST REGARDS

WERTHEIMER

TELEPHONE: BROAD 5100 To secure prompt action on inquiries, this original RADIOGRAM should be presented at the office of the Radio Corporation. In telephone inquiries quote the number preceding the place of origin

CABLE ADDRESS "PRICEWATER"

NEW YORK, CHICAGO, PHILADELPHIA, BOSTON, PROVIDENCE, ST. LOUIS, PITTSBURGH, CLEVELAND, DETROIT, MILWAUKEE, SAN FRANCISCO, LOS ANGELES, SEATTLE, PORTLAND.

RESIDENT PARTNERS
G. O. MAY.
G. R. WEBSTER.
J. E. STERRETT.
J. C. SCOBIE
J. H. BOWMAN.

PRICE, WATERHOUSE & CO.

56 PINE STREET

MONTREAL, TORONTO, WINNIPEG, VANCOUVER, BUENOS AIRES, RIO DE JANEIRO, VALPARAISO, MONTEVIDEO, MEXICO, D.F.

LONDON, PARIS, ROTTERDAM, BRUSSELS, CAIRO, ALEXANDRIA.

NEW YORK, October 4, 1921.

Refer State Franchise Tax

D. W. Griffith Incorporated,
Orienta Point,
Mamaroneck, N. Y.

Dear Sirs:

In reply to your favor of July 28, 1921 regarding your State Franchise Tax report, we enclose a draft of a letter which we suggest that you copy on your own stationery and send to the State Tax Department at Albany, N.Y.

Yours very truly,

Price Waterhouse & Co.

Enclosures:
Letter in draft
Letter from State Tax Dept.
Form 3 IT

LARKIN, RATHBONE & PERRY

CABLE ADDRESS "LAWYERLY NEW YORK"

ALBERT RATHBONE.
ADRIAN H. LARKIN.
JOHN M PERRY.
ARTHUR H. VAN BRUNT.
HENRY V. POOR.
ALBERT STICKNEY.
HERSEY EGGINTON.
NICHOLAS KELLEY.
DONALD C. MUHLEMAN.

Central Union Trust Company Building
80 Broadway, New York

October 4, 1921.

Albert H.T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf: Re: "TWO ORPHANS" - Loan.

Enclosed herewith find three copies of agreement between David W. Griffith, D.W. Griffith, Inc. and Central Union Trust Company in connection with the loan on the above photoplay.

Will you kindly see that the lease to the vault is ready when these agreements are executed.

Very truly yours,

D C Muhleman

Enc.

DCM/MF

also send certified copy of resolution.

132

At a Special meeting of the Executive Committee of D.W.Griffith Incorporated, held at the office of the Secretary, 130 West 42nd Street, City, County and State of New York, on the 4th day of October at 4 o'clock P.M. (1921)

P R E S E N T:

Messrs. ALBERT H.T. BANZHAF
-and-
J. C. EPPING,

constituting a quorum.

A waiver of notice of this meeting was presented, signed by all the members of the Executive Committee.

Upon motion duly made, seconded and carried the reading of the minutes of the last meeting of the Executive Committee was duly waived.

Mr. Epping stated that it was advisable and necessary for the Corporation to borrow on its promissory note, Three hundred forty thousand ($340,000.) Dollars, the same to be secured by such collateral as may be required by the Bank making such loan.

Whereupon, upon motion duly made, seconded and carried, it was

RESOLVED, I. That D.W. GRIFFITH, as President, or J.C.EPPING as Treasurer, or ALBERT H.T. BANZHAF as Secretary of this corporation be and they hereby are authorized to borrow from time to time on behalf of this Corporation from the CENTRAL UNION TRUST COMPANY OF NEW YORK or any other bank or banks, individual, firm or Corporation such sums of money not to exceed in the aggregate outstanding at one time the sum of Eight hundred thousand ($800,000.) Dollars, for such period of time and upon such terms and of amounts as may to them in their discretion seem advisable, and to execute notes or agreements in the form required by said Trust Company or individual, firm or Corporation in the name of the said Corporation for the payment of any sums so borrowed.

II. That any of the said officers are hereby authorized to pledge any of the bonds, stocks or other securities, bills receivable or other property of the Corporation for the purpose

of securing any moneys so borrowed.

III. That any of the said officers are hereby authorized to discount with the said Central Union Trust Company of New York or with any individual, firm, or Corporation, any bills receivable held by this Corporation upon such terms as they may deem proper. That the foregoing powers and authority will continue until written notice of revocation has been given to said Central Union Trust Company, individual, firm or Corporation.

IV. That any of the said officers be and they hereby are authorized to sign the name of this Corporation and perform all acts necessary to effect the transfer from time to time of stocks or registered bonds standing in the name of this Corporation as required in the ordinary course of business and to issue the necessary powers for the same.

V. That any of the said officers be and they hereby are authorized to sign the name of this Corporation and perform any and all necessary acts to effect a lease of all or a portion of the Corporation's property wherever so situated, standing in the name of this Corporation as may be required in the ordinary course of business, and to issue and deliver the necessary papers to effectuate the same.

There being no further business before the meeting the same was adjourned.

. . . . . .

S e c r e t a r y

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

October 4th 1921.

Mr. A. H. T. Banzhaf,
New York, N. Y.

Dear Mr. Banzhaf:

As per conversation with your office, I am handing you herewith sketch of our vaults.

If you desire to lease one of the compartments to our bankers for the keeping of the negatives of "Way Down East" and "The Two Orphans" I would suggest that we set apart Vault #1 for this purpose.

For your information will say that it has been our custom to use the vaults as follows:

#1 This room we reserve for the storing of the vast quantity of negative of whatever pictures are being produced. Until such pictures are finally cut and assembled it requires one vault alone for the storing of the negatives - as it must be so arranged that we may have easy access to any of the two or three thousand rolls. After such picture is finally cut and assembled, the negative can then be stored in a comparatively small box and all surplus negative can be removed to some other place.

#2 In this vault we store all completed negatives and sample prints.

#3 This is used for storing our raw film - both negative and positive.

Trusting this is the information you desire, I remain,

Yours very truly,

E. C. Bidwell

ECB:G

FILMS ABEL GANCE
~~9 AVENUE DE L'OPÉRA~~
PARIS 8 rue Richelieu.
TÉLÉPH. LOUVRE 42-61

ABEL GANCE

27, AVENUE KLÉBER
PASSY 21-99

October 5th 1921.

Mr.D.W.GRIFFITH.
Orienta Point.
Mamaroneck,N.Y.

My dear Mr.Griffith :

On the eve of my departure for Europe I want to express my appreciation for your kindness and hospitality during my stay in America.

I had hoped to see you again before I left but was recalled to France somewhat earlier than I anticipated and am leaving in the morning on for Paris.

Trusting that I may have the pleasure of renewing our acquaintance in December, at which time I expect to return with newest production "The Wheel", I am with kindest personal regards and best wishes

Yours very faithfully,

Abel Gance

I would be glad to have your photo with a few words which you could send to my secretary Pierre Darmis - Astor r. 564 who stays here one week more —

I, ALBERT H.T.BANZHAF, hereby certify that I am Secretary of the D.W.GRIFFITH INCORPORATED, a Maryland Corporation, and that the following is a true and accurate copy of the resolutions duly passed at a meeting of the Executive Committee of this Corporation, held on the 4th day of October, 1921, at 4 o'clock P.M.

"RESOLVED I, That D.W.GRIFFITH, as President, or J.C.EPTING as Treasurer, or ALBERT H.T.BANZHAF as Secretary of this Corporation be and they hereby are authorized to borrow from time to time on behalf of this Corporation from the CENTRAL UNION TRUST COMPANY OF NEW YORK or any other bank or banks, individual, firm or Corporation such sums of money not to exceed in the aggregate outstanding at one time the sum of Eight hundred thousand ($800,000.) Dollars, for such period of time and upon such terms and of amounts as may to them in their discretion seem advisable, and to execute notes or agreements in the form required by said Trust Company or individual, firm or Corporation in the name of the said Corporation for the payment of any sums so borrowed.

II. That any of the said officers are hereby authorized to pledge any of the bonds, stocks or other securities, bills receivable or other property of the Corporation for the purpose of securing any moneys so borrowed.

III. That any of the said officers are hereby authorized to discount with the said Central Union Trust Company of New York or with any individual, firm, or Corporation, any bills receivable held by this Corporation upon such terms as they may deem proper. That the foregoing powers and authority will continue until written notice of revocation has been given to said Central Union Trust Company, individual, firm or Corporation.

IV. That any of the said officers be and they hereby are authorized to sign the name of this Corporation and perform all acts necessary to effect the transfer from time to time of stocks or registered bonds standing in the name of this Corporation as required in the

ordinary course of business and to issue the necessary powers for the same.

V. That any of the said officers be and they hereby are authorized to sign the name of this Corporation and perform any and all necessary acts to effect a lease of all or a portion of the Corporation's property wherever so situated, standing in the name of this Corporation as may be required in the ordinary course of business, and to issue and deliver the necessary papers to effectuate the same."

IN WITNESS WHEREOF I have hereunto set my hand and the seal of this Corporation this 5th day of October, 1921.

_____

Secretary.

October 5, 1921.

Central Union Trust Company of New York,
80 Broadway, New York City.

Dear Sirs:

In further consideration of your making a loan to us today as evidenced by certain notes delivered to you by agreement entered into between your company, D. W. Griffith, Inc., and the undersigned dated this day, we agree that we will at no time, without your consent, borrow any money on any of the property referred to in the agreement of this date or any other assets of the corporation or will we encumber them in any manner by any lien without your consent first had in writing.

D. W. GRIFFITH, INC.

By JCE

5
97.2

DAVID W. GRIFFITH

D. W. GRIFFITH, INCORPORATED

-and-

CENTRAL UNION TRUST COMPANY OF
NEW YORK

A G R E E M E N T.

Dated, N.Y. October 5, 1921.

AGREEMENT made this 5th day of October, 1921, by and between DAVID W. GRIFFITH, of the Village of Mamaroneck, County of Westchester, New York, first party, D. W. GRIFFITH, INC., a Maryland Corporation, second party, and CENTRAL UNION TRUST COMPANY OF NEW YORK, a New York corporation of No. 80 Broadway, New York City, third party. WITNESSETH:

The first party is the owner of a certain demand promissory note of the second party, dated the 5th day of October, 1921, for the sum of Three Hundred Forty Thousand Dollars, ($340,000.), with interest, to the order of the first party, and endorsed by the first party, for which he has paid good and valuable consideration to the second party; and the first party has applied to the third party for a loan in the sum of Three Hundred Forty Thousand Dollars ($340,000.) upon said note, the said sum to be paid by the third party to the second party.

The second party is the owner, subject to prior assignment to the third party hereto, of the negative and positive films known as "TWO ORPHANS", and also all the royalties or moneys due or to become due from the sale or exhibition thereof; and is also the owner, subject to prior assignment to the third party, of the negative and positive films known as "WAY DOWN EAST" and "DREAM STREET", and also all of the royalties and moneys due or to become due from the sale or exhibition thereof, and has heretofore assigned its right, title and interest in and to the said negative and positive films of "WAY DOWN EAST" and "DREAM STREET" and the moneys due and to become due therefrom, by instruments

in writing dated June 24, 1920, March 15, 1921 and May 11, 1921.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of One Dollar ($1.00) lawful money, by each of the parties hereto, to the other in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable considerations, the parties hereto agree as follows:

FIRST: The third party agrees to lend to the second party the sum of Three Hundred Forty Thousand ($340,000.) Dollars, payable on demand as evidenced by the demand promissory note of the second party to the order of the first party, endorsed by the first party, for valuable consideration, and to pay to the second party the amount of said loan.

SECOND: The first and second parties hereto, as security for said loan and the payment of the amount thereof with interest, hereby sell, assign, transfer and set over to the third party, the negative and positive prints of the motion picture known as "TWO ORPHANS", also all sum or sums of money now due or to grow due on any contracts now or hereafter made covering the leasing or distribution of the said picture, now had or hereafter to be had with any person, firm or corporation in the United States, its possession, and any foreign country.

The first and second parties also sell, assign, transfer and set over to the third party all of their right, title and interest in and to the motion picture negative and positive prints thereof of the picture known as "WAY DOWN EAST" and the picture known as "DREAM STREET", and also all of the royalties and moneys due or to become due from the sale or exhibition thereof; and the

first and second parties do hereby give to the third party, its successors and assigns, with full power and authority for its own use and benefit to ask, demand, compound and give acquittance for any such royalties, contracts or moneys received or to be received or any part thereof, and in their name or otherwise to prosecute and withdraw any suit or proceeding at law or in equity therefor. The first and second parties agree that they will as trustees for the third party, hold any such contracts or agreements for the sale or distribution of the said negatives or any of them, and the proceeds therefrom, in trust for the third party, and will receive all such proceeds and moneys for the account of the third party; and will direct and authorize the United Artists Corporation or any other distributing agency which may have an agreement or contract with the first or second parties, to make payment direct to the third party of all such proceeds of any such leasing, distributing or exhibition contracts, until the said loan of Three Hundred Forty Thousand Dollars ($340,000.) and interest, has been paid to the third party.

THIRD: The first and second parties will mark the ledgers or other books of account wherein any reference is made to the photoplays "WAY DOWN EAST", "DREAM STREET" and "TWO ORPHANS", or any contracts for the distribution or exhibition thereof, a statement in substance as follows:

> "The negative and films of this photoplay, together with all contracts and agreements for the leasing, exhibition or distribution thereof, and the proceeds and all moneys received or to be received therefrom, are the property of Central Union Trust Company of New York under various assignment agreements heretofore made and entered into between David W. Griffith, D.W. Griffith, Inc. and Central Union Trust Company of New York, the

originals of which are at the office of this company."

FOURTH: The second party agrees to forthwith deposit in a certain steel vault which has this day been leased by the third party from the second party at the place designated in the said lease, the original negatives of all three of the photoplays hereinbefore referred to, and to designate in legible writing that the same is the property of Central Union Trust Company of New York.

FIFTH: The first and second parties agree to deliver to the third party forthwith, policies of insurance covering the said photoplays and all of them, against loss by fire, theft or otherwise, and keep the same insured in an amount sufficient to pay for the amount of the loan herein referred to. The said policy or policies of insurance shall be payable to Central Union Trust Company of New York.

SIXTH: The third party shall at no time be responsible for the loss or destruction of the said negatives, nor for the safe custody of the said films or negatives.

SEVENTH: The first and second parties hereby agree that the policy of life insurance on the life of the first party, in the sum of One Hundred Fifty Thousand Dollars ($150,000.) payable to the third party as its interest may appear, shall remain with the third party and be subject to the terms and conditions of this agreement. The first and second parties further agree to pay the premiums on said policy of life insurance as and when the same become due and payable.

EIGHTH: The first and second parties agree that

they will pay to the third party in liquidation of the said loan by the third party,

The sum of $10,000. on November 1, 1921
The sum of $15,000. on November 15, 1921
The sum of $12,500. on December 1, 1921
The sum of $12,500. on December 15, 1921
The sum of $12,000. on January 1, 1922, and
The sum of $12,000. each and every week thereafter

until the full amount of said loan is paid. These payments shall be in addition to interest payments, and also in addition to payments of any other obligations of the first and/or second party to the third party. Provided, however, that the payments herein referred to, shall not in any event be considered or construed as an extension of time for the payment of said demand note, and the full amount thereof shall at all times be due and payable on demand.

NINTH: The first party waives presentment, demand and notice of dishonor of said note and any other notes or obligations of the second party with the third party, to which the first party may be an endorser.

TENTH: This agreement shall bind the heirs, executors administrators, successors and assigns of the respective parties.

ELEVENTH: This agreement and the property assigned hereunder, shall also be collateral security for any other loan, note or obligation of the second party hereto.

TWELFTH: The third party may at any time demand from the first and second parties additional or other further security for the payment of the obligation herein referred to, and any other obligation of the first and/or second party, and upon making such demand, the first and second parties agree to forthwith deliver

said additional collateral or security to the third party.

IN WITNESS WHEREOF, the first party has hereunto set his hand and seal, and the second and third parties have caused these presents to be signed by their respective officers thereunto duly authorized, and their corporate seals to be hereunto affixed, all on the day and year first above written.

CENTRAL UNION TRUST COMPANY OF NEW YORK
APR 1 - 1922

D. W. Griffith (LS)

D. W. GRIFFITH, INCORPORATED,

ATTEST:

Albert W. Banzhaf
Secretary.

By D. W. Griffith
Pres

CENTRAL UNION TRUST COMPANY OF NEW YORK

ATTEST:

H. Warden
Asst.-Secretary.

By
Vice-President.

STATE OF NEW YORK

COUNTY OF NEW YORK SS:

On this 5th day of October, 1921, before me personally came DAVID W. GRIFFITH, to me known and known to me to be the individual mentioned in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Gertrude Denneen

Notary Public, Kings County
Clerk's No. 272, Register's No. 3097
Certificate filed in New York County
Clerk's No. 253, Register's No. 3206
Commission Expires March 30, 1923

STATE OF NEW YORK
COUNTY OF NEW YORK SS:

On this 5th day of October, 1921, before me personally came to me personally known, who being by me duly sworn did depose and say: that he resides in ;that he is a Vice-President of CENTRAL UNION TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation, and that he signed his name thereto by like authority.

STATE OF NEW YORK
COONTY OF NEW YORK SS:

On this 5th day of October, 1921, before me personally came D.W. Griffith to me personally known, who being by me duly sworn did depose and say: That he resides in New York County ; that he is Pres. of D. W. GRIFFITH, INCORPORATED, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said co poration; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

Gertrude Denneen.

Notary Public, Kings County
Clerk's No. 272, Register's No. 3097
Certificate filed in New York County
Clerk's No. 253, Register's No. 3206
Commission Expires March 30, 1923

THIS INDENTURE, made the 5th day of October, one thousand nine hundred and twenty one, BETWEEN D. W. GRIFFITH, INCORPORATED, a Maryland corporation duly authorized to do business in the State of New York, having a place of business in the Town of Mamaroneck, County of Westchester, State of New York, party of the first part,

- AND -

CENTRAL UNION TRUST COMPANY OF NEW YORK, a New York Corporation having a place of business in the City, County and State of New York, party of the second part,

WITNESSETH, that the said party of the first part has let, and by these presents does grant, demise and to farm let unto the said party of the second part

> Compartment No. 1 of a certain fireproof concrete vault located approximately fifty (50') feet west of the laboratory situated on the premises of the party of the first part, which said premises are situate at Orienta Point, Town of Mamaroneck, County of Westchester, State of New York, formerly the property of Henry M. Flagler, as is more full described in a certain deed from the D. W. G. Corporation to D. W. Griffith, Inc., recorded in the office of the Register of the County of Westchester in Liber 2263 of Deeds, page 404, on the 9th day of July, 1921,

with the appurtenances, for the term of one (1) year from the 5th day of October, one thousand nine hundred and twenty one, at the yearly rent or sum of One ($1) dollar, receipt whereof is hereby acknowledged by the party of the first part.

And it is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter the said premises, and to remove all persons therefrom. And the said party of the second part does hereby covenant to pay to the said

party of the first part the said yearly rent as herein specified.

And at the expiration of the said term, the said party of the second part will quit and surrender the premises hereby demised, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.

And the said party of the first part does covenant that the said party of the second part, on paying thesaid yearly rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed, by its duly authorized officer, and its corporate seal to be hereunto affixed this fifth day of October, 1921.

Albert W. Warnke
Sec.

D. W. GRIFFITH, INCORPORATED,

By J. C. Epping
Treasurer

CITY, COUNTY AND STATE OF) ss.:
NEW YORK

On this 5th day of October, 1921, before me personally came J. C. Epping, to me known, who being by me duly sworn did depose and say that he resides in the City and State of New York; that he is the Treasurer of D. W. GRIFFITH, INCORPORATED, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed to said instrument by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Gertrude Denneen.

Notary Public, Kings County,
Clerk's No. 272, Register's No. 3097
Certificate filed in New York County
Clerk's No. 253, Register's No. 3206
Commission Expires March 30, 1923

VAULT #1
VAULT #2
VAULT #3
VESTIBULE
TO LABORATORY

CUT

VAULT

LEASE.

1 yr. Oct 1921 22

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AMERICAN COMMITTEE FOR DEVASTATED FRANCE, INC.

16 EAST 39TH STREET, NEW YORK

PARIS OFFICE — 15 BOULEVARD LANNES

Telephone Murray Hill 3863

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Barrow, Wade, Guthrie & Co.

Restaurant
16 East 39th Street

October 5, 1921.

My dear Mr. Griffith:

The members of our Committee have asked me to write you and express our very sincere appreciation of the wonderful address you made at Madison Square Garden on the occasion of the Band Concert. We realize to one who has such an active business life as you, that it was a great concession on your part to speak for us, and our members recognize this and are duly appreciative.

With keen gratitude, believe me

Sincerely yours,

Elizabeth Scarborough

Secretary.

David W. Griffith, Esq.,
Orienta Point,
Mamaroneck, N. Y.

Decorated with the Gold Medal of French Reconnaissance by Decree of French Government, 21st of December, 1920.

Oct. 6, 1921.

State Tax Department,
Corporation Tax Bureau,
Albany, N. Y.

Dear Sirs:

In reply to yours of July 27th last, returning to us our franchise tax report we would respectfully submit that the information which you insist upon receiving will not furnish a proper basis for an assessment of the tax, the reason for this is that the positive films which are exhibited in various cities are all made from a negative upon the production of which a great deal of money has been expended.

If we were compelled at December 31, 1920 to show a segregation of our assets both within and without New York State, it would be necessary for us to distribute the cost of the negative over the positives which at that time were in the hands of exhibitors.

As we have stated on the report, which we return herewith, the number of the positive prints ultimately to be issued and their distribution was not determinable at that date. The exhibition of the films at that time was on a scale much less extensive than at present and a much larger number of positive prints have been issued than were in existence at December 31, 1920.

The value of any film depends upon its earning power and it seems entirely equitable therefore to use the relative earnings from sources within and without New York State as a basis for the computation of the tax. We believe that this is a procedure followed by other respective film companies and would respectfully request you to reconsider the position expressed in your note of July 27th, and for the purpose we return our report herewith.

You may be assured, however, that we should be glad to co-operate with you to the fullest extent in securing information that may be essential to a just assessment of the tax which we owe.

Yours very truly,

D. W. GRIFFITH INC.

By

Treasurer.

LARKIN, RATHBONE & PERRY

CABLE ADDRESS "LAWYERLY NEW YORK"

ALBERT RATHBONE.
ADRIAN H. LARKIN.
JOHN M. PERRY.
ARTHUR H. VAN BRUNT.
HENRY V. POOR.
ALBERT STICKNEY.
HERSEY EGGINTON.
NICHOLAS KELLEY.
DONALD C. MUHLEMAN.

Central Union Trust Company Building
80 Broadway, New York

October 7, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir: Re: "TWO ORPHANS".

Referring to the recent loan on the "Two Orphans", etc., you are informed that we are this day recording the lease of Vault No. 1, and therefore suggest that you deliver to us the key to this vault. The negatives of "Way Down East" and "Dream Street" should be placed in this vault immediately, and as soon as the "Two Orphans" is completed, the negative should be placed in the same vault. We understand that the same will be completed within the next three or four weeks.

Kindly inform us as to what company will book this picture, for the reason that we desire to advise that company of this recent agreement and obtain its promise to make payment direct to the Central Union Trust Company of New York, regardless of any setoffs which it may now have, or which may hereafter accrue.

We call your attention to the fact that the agreement recently executed, requires insurance on the negatives.

Will you kindly inform us as to whether or not the books of the corporation have been stamped as required by the agreement.

Your early attention to these matters will be appreciated.

Very truly yours,

Larkin Rathbone & Perry

DCM/MF

7-21 FORM 194

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

140 Broadway

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

New York, October 7, 1921.

Cuba - 1,325.80
Canada 1,747.02
W.S. 219.6 359
$233,686.41

Mr. D. W. Griffith,
c/o Mr. J. C. Epping,
D. W. Griffith Studio,
Orienta Point, Mamaroneck,
New York.

10/10 (7) First 2500.00
10/19 Sec 2500.00

Dear Sir:

We have received the following checks from the United Artists Corporation:

New York funds		$508.48
Canadian funds	$17.50	
Less 9½% discount	1.66	15.84
Proceeds		$524.32

192.50 W.S.
168 Can.
508.48

The above amount has been applied in reduction of your loan to $81,313.59.

315,000.00
233,686.41
$81,313.59

66-167-2

Yours very truly,

Guaranty Trust Company of New York
Loan DEPARTMENT

G.T. Scherzinger,
Asst. Treas.

M. S. Rosenfield

State Right Representative

117 West 46th Street

New York

PHONE: Bryant 5737

3

All Stars Features Distributors, Inc.
San Francisco, Calif.
De Luxe Feature Film Co.,
Seattle, Wash.
Greater Productions Co.,
Des Moines, Iowa
Columbia Feature Film Service,
Pittsburgh, Pa.

Doll-Van Film Corporation,
Indianapolis, Ind.
Doll-Van Film Corporation,
Chicago, Ill.
Walter A. Baier,
Milwaukee, Wis.
Greater Features Co.,
Minneapolis, Minn.

October 7, 1921

Miss Conway,
Griffith Office,
1476 Broadway,
New York City.

My dear Miss Conway:

With reference to the pictures, FALL OF BABYLON and MOTHER AND THE LAW for the California territory, the details are as follows:

The All Star originally had a contract for INTOLERANCE. No contract was ever signed for FALL OF BABYLON and MOTHER AND THE LAW, but an exchange was made whereby Mr. Lesser surrendered INTOLERANCE for MOTHER AND THE LAW and THE FALL OF BABYLON. Under the exchange, no money was paid except print cost.

The length of time on the contract became automatically the same as the original INTOLERANCE contract, which was dated March 13, 1917 and covered a period of ten years. Therefore, the All Star's rights to FALL OF BABYLON and MOTHER AND THE LAW will expire March 13, 1927, for Northern Calif and Nevada.

Regarding Southern California, no contract was ever signed for this territory, but the agreement was covered by a letter from Mr. Griffith dated October 25, 1919. This also covers a period of ten years from that date.

Trusting this gives you the details you require, I am

Very truly yours,

M S Rosenfield

MSR:GR

Form 1512

WESTERN UNION SPECIAL

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NUMBER SHEET LETTER

TELEPHONE No. 1190
TELEPHONED TO FMR
TIME 155P
BY JR TO BE 10/7/21

Dated

To
105NY C 167

FY NEWYORK NY 1145A OCT 7 1921

D W GRIFFITH

GRIFFITH STUDIO MAMARONECK NY

EVERY TIME I MAKE A MOVE OR CHANGE THE EXPRESSION OF THE PAN IF THERE IS ANY LEFT TO CHANGE I ALWAYS SAY I WONDER IF MR G WOULD THINK IT OK AND THAT IS SOMETHING I WILL NOT KNOW UNTIL YOU SEE AND I DO HOPE WILL BE SOON AS I WOULD HATE TO HAVE TOO MANY PEOPLE SAY SHE IS NOT THE SAME ON THE STAGE AS SHE WAS IN THE BIRTH OF A NATION WE HAVE A DRESS REHEARSAL SUNDAY OCTOBER NINETH SEVEN PM AT PLAINFIELD NEWJERSEY WHICH IS ONLY TWENTY FIVE MILES FROM NEWYORK AND WE OPEN THERE MONDAY OCTOBER TENTH WE ARE REHEARSING AT PRESENT AT THE BELMONT THEATRE I AM ASKING ALL OVER PLEASE BE KIND AND SAY YOU WILL BE AT PLAINFIELD NEWJERSEY SUNDAY OR MONDAY MR OSCAR EAGLE WHO KNOWS YOU VERY WELL IS DIRECTING THE PLAY I HAVE PUT MY OWN PENNIES IN IT SO YOU KNOW PLEASE COME ANSWER ME SIXTEEN WEST SIXTY EIGHTH OR BELMONT THEATRE

MAE MARSH

151P

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES

ORIENTA POINT

MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

October 8th 1921.

Work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		38640		
Greatest Question		25		
Idol Dancer		55		
Mother & The Law		25		
Broken Blossoms		16874		
Dream Street		499		
Fall Of Babylon		204		
Birth Of A Nation		1382		
Picture U-3			13864	16592
Picture C-13			1638	
		57704	15502	16592

Positive Stock used

Eastman	36518
Belgian	16266
Agfa	20422
	73206

Negative stock used

Eastman regular	16323
" Panchromatic	269
	16592

SONS OF CONFEDERATE VETERANS

NEW YORK, Oct. 8, 1921

Dear Sir:

The required number of eligibles have signified their intention to join in organizing a camp of the SONS OF CONFEDERATE VETERANS and a meeting has been arranged for at the Astor Hotel, next Friday evening, October 14th.

Please consider this letter as an invitation to be present, sign the charter roll if you have not already done so and assist in the organization and election of officers for the ensuing year.

Nathan Bedford Forrest, Commander in Chief of the Sons, has sent a special request to complete the organization of this camp, so that it will be recognized at the Annual Reunion, to be held in Chattanooga, Tenn. on October 25-27th, delegates to which may be selected at this meeting.

Announcement will appear on the Hotel Bulletin next Friday, designating the room assigned for this meeting.

Fraternally yours,

A. D. Marshall

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

October 10, 1921.

J. C. Epping, Esq., Treasurer,
D. W. Griffith, Incorporated,
Longacre Building,
42nd Street & Broadway,
New York City.

Dear Sir:

We beg to advise you that we have this day received check from United Artists Corporation in the sum of $12,000. for the week ending October 8th, the same to be applied on account of your note with our Company dated May 11, 1921 for $250,000. After making the above payment their remains a balance of $48,000.

Very truly yours,

WHS:DR
BANKING

Assistant Secretary.

Central Union
202,000.00

Power & Light 1957.89
~~D. W. G.~~ Mark 8000.00
J. W. G. Inc. ~~Due~~ 58042.11
Epping 38,000.00
106,000.00
202,000.00
Rec. 308,000.00
Exp. 190,
118,000.00

Loan 250,000.00
Paid 202,000.00
Bal - 48,000.00

340,000.
118,000.
17,700.
475,700

THE FRENCH TELEGRAPH CABLE CO.

(COMPAGNIE FRANCAISE DES CABLES TÉLÉGRAPHIQUES.)

MAIN OFFICE: 25 BROAD STREET.

CABLEGRAM

No. 33

VIA "FRENCH"

Banzhaf

130 W42

NEW YORK CITY.

Form 2 T. W. 3-21—175,000

COMPAGNIE FRANÇAISE DES CÂBLES TÉLÉGRAPHIQUES

NEW YORK

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1 WORTH STREET, - - TELEPHONE, 394 FRANKLIN.
487 BROADWAY, - - TELEPHONE, 9280 CANAL.
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281 FIFTH AVENUE, - - TELEPHONE, 397 MADISON SQ.
303 WEST 58TH ST., - - TELEPHONE, CONNECTION.

ORLEANS, MASS.

WESTERN AGENCY,
118 NORTH LA SALLE STREET,
CHICAGO, ILL.

J. GEGOU,
MANAGER.

PARIS

MAIN OFFICE: 53 RUE VIVIENNE.

LONDON

24 ROYAL EXCHANGE, E. C. 3
5 NEW BRIDGE ST., E. C. 4
36 VICTORIA STREET, S. W. 1
BALTIC MERCANTILE AND SHIPPING EXCHANGE, E. C. 3
61 MARK LANE, E. C. 3.

HAVRE: 40 RUE DE CHILOU.
BREST: 30-32 RUE DU CHATEAU.
ANTWERP: AGENCY, 14 RUE VENUS.
ST. PIERRE, MIQUELON.

TIME..... DATE.....

DEFERRED

The following MESSAGE is received via **FRENCH TELEGRAPH CABLE** *subject to the terms and conditions printed on the back hereof, which are ratified and agreed to.*

J 33 PARIS 62 LCD BANZHAF 4 RECTOR ST NY

FRENCH SOCIETY AUTHORS HIGHEST AUTHORITY GUARANTEES

OSSO OWNER COMPLETE RIGHTS STORY DRAMA FILM ORPHANS

STOP OSSO ASKS FIFTEEN THOUSAND DOLLARS WORLD FILM

RIGHTS COVERING TEN YEARS HEIRS TO RECEIVE ONETHOUSAND

DOLLARS YEARLY ROYALTY THREAFTER IS USED TERMS TENTHOUSAND

NOW FIVETHOUSAND THREE MONTHS STOP OSSO RECEIVED

OFFER NEWYORK TODAY SOMEONE DESIRES BUY OPTION FIVETHOUSAND

DOLLARS TUESDAY

SMITH

(130 WEST 42 ST)

☞ *To reduce the risk of errors or delays, please file any answer to this message at one of the Company's own offices. Messengers may be summoned by Telephone for Cablegrams FREE OF CHARGE.*

October 11th 1921.

Mr. D. C. Muhleman,
% Central Union Trust Co. of N.Y.,
80 Broadway,
New York City.

Dear Mr. Muhleman:

I am enclosing herewith letter addressed to the Central Union Trust Company which I believe meets with your request to me over the telephone.

Very truly yours,

AHTB/CD

October 11th 1921.

Central Union Trust Co. of New York,
80 Broadway,
New York City.

Gentlemen:

I beg to advise that the demand notes which were delivered by Mr. Epping to your Corporation, one for $340,000. and the other for $5,000., both dated, October 4th 1921, payable on demand, drawn to the order of Mr. Griffith by D. W. Griffith Incorporated and duly endorsed by Mr. Griffith should have been dated October 5th instead of October 4th, and I hereby authorize you, as attorney and Secretary of D.W.Griffith Incorporated, to change said date in accordance herewith.

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT
16NY C 25 NITE

LOSANGELES CALIF OCT 12 1921

D W GRIFFITH

GRIFFITH STUDIOS MAMARONECK NY

WOULD IT BE POSSIBLE FOR YOU TO MAKE WHEN KNIGHTHOOD WAS IN FLOWER I HAVE ASKED MR BRISBANE TO SEE YOU ABOUT IT KINDEST REMEMBRANCES

W R HEARST

732A OCT 13 1921

1190
8K
9a
ok
10/
13/21

10/12/21 (n.d.)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Telegram to

William Randolph Hearst

Los Angeles Examiner,

Los Angeles, Calif.

Have just had talk with Mr. Brisbane. Am in the middle of my most expensive and extravagant picture "The Two Orphans" in which I have incorporated big historical pageants so do not expect to finish before first of year after which my doctor says I must go slow and have made arrangements for two small pictures. Of course you know that I am only one of the corporation and have a big stock company and studio expense going on whether I work or not. At Mr. B's suggestion however would be very glad to talk it over with you when you return to New York as I consider this always a great pleasure Anyhow shall look forward to it. Thanks for you many favors. Assuring you of my deep appreciation of your ~~friendship~~ kindness, I am yours most sincerely,

D. W. Griffith

Oct. 13, 1921 -- mailed to D.W.G.

A friendly tip, Broadway Brevities has detectives digging up the death of Miss Seymour who worked for you say they are going to make a Fatty Arbuckle case in New York Believe they sell their stories to a newspaper news service said they are to rip case wide open followed her life from day you asked to be introduced to her in a hotel in Los Angeles to her death Miss Gish to be involved also say they will show not using true name and hear they have data on flotation of stock.

Orphans / B Storm

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
BUSH TERMINAL BUILDING
130 WEST 42ND STREET
NEW YORK

TELEPHONE
BRYANT 2657
CABLE ADDRESS
"PEMBAN"

October 14th 1921.

Mr. J.C.Epping,
Treasurer, D.W.Griffith Inc.,
1476 Broadway,
New York City.

Dear Mr. Epping:

I am enclosing herewith letter received from Mr. Muhleman relative to the "TWO ORPHANS", which letter is self-explanatory. I would like to first see any letter which you may write to them regarding this matter, or possibly since the letter has been addressed to me, I should answer the same when you have complied with the matter about the vault and the books. I would forget about the insurance and we will advise Muhleman that the release, if any, will be through the United Artists.

I am also enclosing herewith bill which must be paid on or before November 1st which amounts to $1300. and which represents the Franchise Tax of the corporation in the state of Maryland.

Very truly yours,

Albert H. T. Banzhaf

AHTB/GD
Encs.

DWG.

xxxxxxxxxxx 130 W. 42 St.

October 14, 1921

F. C. Ferguson, Esq.,
Collector of Internal Revenue,
Newark, N. J.

Sir:

Enclosed please find check of D. W. G. Corporation covering Capital Stock Tax for period ended 6/30/22 amounting to $187.62.

Respectfully,

R

MUSEUM OF MODERN ART FILM LIBRARY COLLECTION

Studio matters

MOTION PICTURE COMMISSION
OF THE
STATE OF NEW YORK

GEORGE H. COBB, Chairman

October
Fourteenth,
1 9 21

Albert H. T. Banzhaf,
130 West 42d St.,
New York City.

My dear Mr. Banzhaf:

I trust you will pardon my seeming neglect in not thanking you for the delightful afternoon which you gave my friends and myself at the Griffith Studio. We all enjoyed it very much, including the dinner and theatre party.

I also want to thank you for your kindness in seeing that the pictures were returned to us.

Hoping that you will come in and see us occasionally, I remain

Very sincerely yours,

George H. Cobb

GHC:Z

#116

AGREEMENT, made this 14th day of October, 1921. between ALBERT L. GREY, of 1476 Broadway, Borough of Manhattan, City and State of New York, hereinafter referred to as Albert L. Grey, of the first part and RIALTO PRODUCTIONS, INC. a New York Corporation, having a place of business at 130 West 46th Street, Borough of Manhattan, City and State of New York, hereinafter referred to as Rialto of the second part:

Received July 19

W I T N E S S E T H:

FIRST: Albert L. Grey is the owner of the copyrighted motion picture photoplays entitled "The Fall of Babylon" and "The Mother and the Law" and has the sole right to distribute the same throughout the territory hereinafter specified, for one (1) year from above date

LTR

SECOND: Albert L. Grey hereby leases to the said Rialto for the term of this contract / prints of each of the aforesaid productions, without cost to said Rialto therefore, which prints are to be good and sufficient for exhibition purposes, but not entirely brand new, for exhibition and exploitation in the territory hereinafter specified, at a rental to be paid as hereinafter provided for out of the gross receipts received by said Rialto from the exhibition or exploitation of the said photoplays.

THIRD: Rialto shall pay to Albert L. Grey, as hereinafter more fully specified, in consideration of the leasing of the aforesaid prints of the photoplay productions "The Fall of Babylon" and "The Mother and the Law" and the privilege of exhibiting and exploiting the same, sixty-five (65%) per cent of the gross receipts received by said Rialto

from the exhibition and display of both or either one of the aforesaid photoplay productions, which said percentage of gross receipts shall at all times be the absolute property of Albert L. Grey and shall be collected by said Rialto as trustee for Albert L. Grey and the said Rialto agrees to pay and turn over to Albert L. Grey the said percentage of gross receipts within seven days after such gross receipts have been received by said Rialto.

FOURTH: Albert L. Grey hereby leases to the said Rialto the said prints, together with all Albert L. Grey's rights to exhibit and exploit and deal in and with the said photoplays in the said territory during the term of this contract, which prints, however, furnished pursuant to this contract and any and all future prints of said photoplays, or part thereof, shall always be and remain the sole property of Albert L. Grey.

FIFTH: The territory hereinafter referred to within which said photoplays and prints may be exhibited and exploited are as follows:

The States Maine, New Hampshire, Vermont, Massachusetts, Connecticut and Rhode Island.

SIXTH: Said Rialto agrees to keep full and correct accounts of all receipts in connection with the exhibition and exploitation of the said photoplays "The Mother and the Law" and "The Fall of Babylon" and shall report in writing at the endof each and every week during the term of this contract the amount of its gross receipts during that week, and the said Rialto further agrees to furnish Albert L. Grey with a copy of each and every contract it may enter into with exhibitors for the exhibition or presentation of the aforesaid photoplays throughout the territory herein stated during the term of this contract immediately after the execution of such contracts.

SEVENTH: Albert L. Grey shall have the right at all reasonable times to examine the books of said Rialto pertaining to said pictures by an accredited representative for the purpose of determining the correctness of the accounts rendered during the term of this agreement.

EIGHTH: Albert L. Grey agrees with the said Rialto that during the term of this lease neither Albert L. Grey nor his servants or agents shall exhibit or exploit said photoplays or any part thereof, or cause it or any part thereof to be exhibited or exploited within the territory aforesaid, and further agrees that he has not given nor will he give any person, firm or corporation any right, license or privilege to sell,exhibit, exploit or otherwise deal in and with said photoplays within the said territory during the term of this lease.

NINTH: Said Rialto agrees that it will not copy, duplicate or permit said photoplays or any part thereof to be copied or duplicated, and that it will not exhibit or exploit saidm photoplays or cause or knowingly permit the same to be exhibited or exploited in any other territory than the aforesaid territory, and that it will not exhibit or exploit any prints of said photoplays other than those hired hereunder within the said territory, and that upon violation of this or any other provision of this agreement by said Rialto the lease of said photoplays shall terminate and expire, and Albert L. Grey shall be entitled to immediate possession of said photoplays and all copies and prints of same, and shall have the right to recover possession of the same or any of them without legal process and wherever found, and the failure to exercise this right for any breach shall not be a waiver of the right to exercise it for the same or any other breach at any time thereafter.

TENTH: Said Rialto agrees always to exhibit said photoplays in a first class manner and in the form of the story presented by the prints so leased as aforesaid, and it also agrees that it will use its best efforts to obtain bookings for said photoplays at the best terms obtainable, and that upon violation of this provision or its failure to comply therewith within a reasonable time after notice in writing by registered mail, the lease of said photoplays shall terminate and expire, and Albert L. Grey shall be entitled to immediate possession of said photoplays and all copies and prints of the same, and shall have the right to recover possession of the same or any of them with or without legal process wherever found according to the provision aforesaid.

ELEVENTH: Neither this agreement nor any rights arising therefrom shall be assigned or transferred in whole or in part by the said Rialto without the written consent of Albert L. Grey.

TWELFTH: No representations made by any representative or agent of Albert L. Grey or by any other person shall be binding or be considered a part of any agreement between Albert L. Grey and said Rialto unless herein expressly conditioned, and no variation of this agreement shall be made except in writing signed on the part of Albert L. Grey, who it is agreed is the only person authorized to sign the same.

THIRTEENTH: Posters and advertising matter shall at all times during the life of this agreement be sold by Albert L. Grey to the said Rialto at cost plus a reasonable amount to cover the handling and shipping thereof.

FOURTEENTH: Said Rialto further agrees that it will not use or permit the exhibition or presentation of defective prints of the aforesaid photoplays, and that Albert L. Grey may at all reasonable times examine and inspect the prints of said photoplays in the possession of said Rialto.

FIFTEENTH: Said Albert L. Grey agrees to furnish pursuant to the terms of this contract, to said Rialto, upon the request of said Rialto during the term of this agreement, additional prints of said photoplays, or parts thereof, which prints are to be brand new, at a rental cost of six (6¢) per linear foot f. o. b. New York, N. Y. plus any increase in cost of raw material or of taxes over present cost and footage tax at the time of furnishing such additional prints, Albert L. Grey to bear 65% of the cost of said prints and Rialto 35%

LGR

SIXTEENTH: Upon the expiration of this agreement either by limitation, expiration or cancellation, said Rialto agrees to return to Albert L. Grey any and all prints of said motion picture photoplays received by it hereunder, subject to wear, tear and destruction provided such destruction is not the fault of said Rialto

SEVENTEENTH: It is further understood and agreed that Rialto is not the representative of Albert L. Grey in any manner whatever, and that Rialto agrees that it will not so hold out either by advertising or otherwise to the public or to any person whomsoever, and that the said Albert L. Grey shall not be liable or bound for any representation or omission whatever of the said Rialto, and that said Rialto agrees that it will hold Albert L. Grey harmless from any debts, obligations or other liabilities of any nature whatsoever incurred or caused by it due to any act or omission or commission of whatever nature.

EIGHTEENTH: It is further understood that this agreement does not in any wise constitute a partnership between the parties hereto.

NINETEENTH: The rights and remedies given to Albert L. Grey herein are in addition to and not in lieu of any limitation or degradation of the rights and remedies in this agreement otherwise granted or by law created and vested in Albert L. Grey, and any waiver by Albert L. Grey of any breach or implied shall not be construed to be a continuing waiver or a waiver of or consent to any subsequent breach on the part of said Rialto.

IN WITNESS WHEREOF, Albert L. Grey and Rialto Productions, Inc., have respectively caused these presents to be signed by their duly authorized officers and their respective seals to be hereunto affixed the day and year first above written.

ALBERT L. GREY

Albert L. Grey (Seal)

ATTEST:

E. R. Conway

RIALTO PRODUCTIONS, INC.

Louis T. Rogers Pres.

N. A. Thompson

Sec.

AGREEMENT, made this 14th day of October, 1921, between WARK PRODUCING CORPORATION, a New York corporation having a place of business at 1476 Broadway, Borough of Manhattan, City and State of New York, hereinafter referred to as the Wark Company, of the first part, and RIALTO PRODUCTIONS, INC., a New York corporation, having a place of business at 130 West 46 Street Borough of Manhattan, City and State of New York, hereinafter referred to as Rialto, of the second part:

W I T N E S S E T H:

FIRST: The Wark company is the owner of the copyrighted motion picture photoplays entitled "The Fall of Babylon" and "The Mother and the Law" and has the sole right to distribute the same throughout the territory hereinafter specified, for one (1) year from above date

LOK

SECOND: The Wark Company hereby leases to the said Rialto for the term of this contract / prints of each of the aforesaid productions, without cost to said Rialto therefor, which prints are to be good and sufficient for exhibition purposes, but not entirely brand new, for exhibition and exploitation in the territory hereinafter specified, at a rental to be paid as hereinafter provided for out of the gross receipts received by said Rialto from the exhibition or exploitation of the said photoplays.

THIRD: Rialto shall pay to the Wark Company, as hereinafter more fully specified, in consideration of the leasing of the aforesaid prints of the photoplay productions "The Fall of Babylon" and "The Mother and the Law" and the privilege of exhibiting and exploiting the same, sixty-five (65%) per cent of the gross receipts received by said Rialto

from the exhibition and display of both or either one of the aforesaid photoplay productions, which said percentage of gross receipts shall at all times be the absolute property of the Wark Company and shall be collected by said Rialto as trustee for the said Wark Company, and the said Rialto agrees to pay and turn over to the said Wark Company the said percentage of gross receipts within seven days after such gross receipts have been received by said Rialto.

FOURTH: The Wark Company hereby leases to the said Rialto the said prints, together with all the Wark Company's rights to exhibit and exploit and deal in and with the said photoplays in the said territory during the term of this contract, which prints, however, furnished pursuant to this contract and any and all future prints of said photoplays, or parts, thereof, shall always be and remain the sole property of the Wark Company.

FIFTH: The territory hereinafter referred to within which said photoplays and prints may be exhibited and exploited are as follows:

Eastern Pennylvania, consisting more specifically of the counties of Tioga, Lycoming, Union, Snyder, Juanita, Franklin and all counties east thereof.

Southern New Jersey, consisting more specifically of the counties of Mercer, Monmouth and all counties south thereof but not including Lakewood in Ocean County.

The States of Delaware, Maryland, and the District of Columbia. and State of Virginia

SIXTH: Said Rialto agrees to keep full and correct accounts of all receipts in connection with the exhibition and exploitation of the said photoplays "The Mother and the Law" and "The Fall of Babylon" and shall report in writing at the end of each and every week during the term of this contract the amount of its gross receipts during that week, and the said Rialto further agrees to fur-

nish the Wark Company with a copy of each and every contract it may enter into with exhibitors for the exhibition or presentation of the aforesaid photoplays throughout the territory herein stated during the term of this contract immediately after the execution of such contracts.

SEVENTH: The Wark Company shall have the right at all reasonable times to examine the books of said Rialto pertaining to said pictures by an accredited representative for the purpose of determining the correctness of the accounts rendered during the term of this agreement.

EIGHTH: The Wark Company agrees with the said Rialto that during the term of this lease neither the Wark Company nor its servants or agents shall exhibit or exploit said photoplays or any part thereof, or cause it or any part thereof to be exhibited or exploited within the territory aforesaid, and further agrees that it has not given nor will it give any person, firm or corporation any right, license or privilege to sell, exhibit, exploit or otherwise deal in and with said photoplays within the said territory during the term of this lease.

NINTH: Said Rialto agrees that it will not copy, duplicate or permit said photoplays or any part thereof to be copied or duplicated, and that it will not exhibit or exploit said photoplays or cause or knowingly permit the same to be exhibited or exploited in any other territory than the aforesaid territory, and that it will not exhibit or exploit any prints of said photoplays other than those hired hereunder within the said territory, and that upon violation of this or any other provision of this agreement by said Rialto the lease of said photoplays shall terminate

and expire, and the Wark Company shall be entitled to immediate possession of said photoplays and all copies and prints of the same, and shall have the right to receover possession of the same or any of them with or without legal process and wherever found, and the failure to exercise this right for any breach shall not be a waiver of the right to exercise it for the same or any other breach at any time thereafter.

TENTH: Said Rialto agrees always to exhibit said photoplays in a first class manner and in the form of the story presented by the prints so leased as aforesaid, and it also agrees that it will use its best efforts to obtain bookings for said photoplays at the best terms obtainable, and that upon violation of this provision or its failure to comply therewith within a reasonable time after notice in writing by registered mail, the lease of said photoplays shall terminate and expire, and the Wark Company shall be entitled to immediate possession of said photoplays and all copies and prints of the same, and shall have the right to recover possession of the same or any of them with or without legal process wherever found according to the provision aforesaid.

ELEVENTH: Neither this agreement nor any rights arising therefrom shall be assigned or transferred in whole or in part by the said Rialto without the written consent of the Wark Company.

TWELFTH: No representations made by any representative or agent of the Wark Company or by any other person shall be binding or be considered a part of any agreement between the Wark Company and said Rialto unless herein expressly conditioned, and no variation of this agreement shll

be made except in writing signed on the part of the Wark Company by its president who it is agreed is the only person authorized to sign the same on behalf of the Wark Company.

THIRTEENTH: Posters and advertising matter shall at all times during the life of this agreement be sold by the Wark Company to the said Rialto at cost plus a reasonable amount to cover the handling and shipping thereof.

FOURTEENTH: Said Rialto further agrees that it will not use or permit the exhibition or presentation of defective prints of the aforesaid photoplays, and that the Wark Company may at all reasonable times examine and inspect the prints of said photoplays in the possession of said Rialto.

FIFTEENTH: Said Wark Company agrees to furnish, pursuant to the terms of this contract, to said Rialto, upon the request of said Rialto during the term of this agreement, additional prints of said photoplays, or parts thereof, which prints are to be brand new, at a rental cost of six (6¢) per linear foot f.o.b. New York, N. Y., plus any increase in cost of raw material or of taxes over present cost and footage tax at the time of furnishing such additional prints, Wark Company to bear 65% of the cost of said prints and Rialto 35%

SIXTEENTH: Upon the expiration of this agreement, either by limiation, expiration or cancellation, said Rialto agrees to return to the Wafk Company any and all prints of said motion picture photoplays received by it hereunder. Subject to wear, tear and destruction, provided such destruction is not the fault of said Rialto.

SEVENTEENTH: It is further understood and agreed that Rialto is not the representative of the Wark Company in any manner whatever, and that Rialto agrees that it will

not so hold out either by advertising or otherwise to the public or to any person whomsoever, and that the Wark Company shall not be liable or bound for any representation or omission whatever of the said Rialto, and that said Rialto agrees that it will hold the Wark Company harmless from any debts, obligations or other liabilities of any nature whatsoever incurred or caused by it due to any act of omission or commission of whatever nature.

EIGHTEENTH: It is further understood that this agreement does not in any wise constitute a partnership between the parties hereto.

NINETEENTH: The rights and remedies given to the Wark Company herein are in addition to and not in lieu of any limitation or degradation of the rights and remedies in this agreement otherwise granted or by law created and vested in the Wark Company, and any waiver by the Wark Company of any breach by the said Rialto whether such waiver be direct or implied shall not be construed to be a continuing waiver or a waiver of or consent to any subsequent breach on the part of said Rialto.

IN WITNESS WHEREOF, the Wark Producing Corporation and Rialto Productions, Inc., have respectively caused these presents to be signed by their duly authorized officers and their respective seals to be hereunto affixed the day and year first above written.

WARK PRODUCING CORPORATION

ATTEST:

Albert H Blaustein
President

Secretary

RIALTO PRODUCTINS, INC.,

N A Thompson
Secretary

By Louis F Rogers
Pres

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES

ORIENTA POINT

MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

October 15th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		98005		
Idol Dancer		18		
Broken Blossoms		6632		
Dream Street		67		
Fall Of Babylon		875		
Birth Of A Nation		536		
Picture C-13			192	
Picture U-3			29893	27053
		106133	30085	27053

Positive stock used

Eastman	90258
Belgian	24840
Agfa	21120
	136218

Negative stock used

Eastman Reg. 27053

Form 2606

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Received at SI 1450 B'WAY NY Phone Bryant 4423 10382 6799

F31NY XCG 35 CABLE

PARIS OCT 17 1921

LCD CROSMITH

NEWYORK (GUY CROSWELL SMITH LTD R807 LONGACRE BLDG42 ST AND BROADWAY NEWYORK NY 1217

FOR GREY AUTHORS SOCIETY HERE ADVISE EXCLUSIVE RIGHTS ORPHANS ALL COUNTRIES OUTSIDE UNITED STATES BELONG TO OSSO RECOMMENT BURKAN CLOSE WITH OSSO REPRESENTATIVE NEWYORK BEFORE RIGHTS FALLS INTO UNFRIENDLY HANDS REGARDS

MACARTHY

117P

macbourcam

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH, INC.
PRESENTS
WAY DOWN EAST

GENERAL OFFICES 303 LONGACRE BLDG. NEW YORK
TELEPHONE · · · BRYANT · 6761 · 6762 · 9486
A L GREY · · · · GENERAL MANAGER

Oct. 17th, 1921.

Mr. D. W. Griffith,
Orienta Point,
Mamaroneck, N. Y.

Dear Mr. Griffith:-

I just had a talk with Marshal McCarthy He says too late for the picture proposition, would not have time to make it, but would appreciate very much a contribution as funds are very low. He suggests $500 and says if we send it, to send it quick. Have Mr. Epping make same payable to James R. Deering, Treasurer, and mail it to Mr. James R. Deering, Treasurer, c/o Craig Headquarters, 11th floor, 300 Madison Avenue, New York.

Yours very truly,

A. L. Grey
per W.

ALG/W

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

October 17, 1921.

J. C. Epping, Treasurer,
D. W. Griffith, Inc.,
Longacre Building,
42nd St. & Broadway,
New York City.

PRICE WATERHOUSE & CO. EXAMINED JAN 1922 No. 74

Dear Sir:

We beg to advise you that we have this day received check from the United Artists Corporation in the sum of $12,000. for the week ending October 15th, the same to be applied on account of your note with our Company dated May 11th, 1921 for $250,000.

After making the above payment there remains a balance of $36,000.

250,000.00
214,000.00
$36,000.00
OK

Very truly yours,

Assistant Secretary.

WHS:DR
BANKING

W. P. B.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

Exp 1926

Wark

76

D. W. GRIFFITH, INC.
PRESENTS
WAY DOWN EAST

GENERAL OFFICES 303 LONGACRE BLDG. NEW YORK
TELEPHONE · · · BRYANT · 6761 · 6762 · 9486
A L GREY · · · · GENERAL MANAGER

Enterprise

Oct. 17th, 1921.

Mr. A. H. T. Banzhaf,
Bush Terminal Bldg.,
New York.

Dear Mr. Banzhaf:-

Please draw up contract immediately between the Wark Producing Corporation and S. A. Lynch. I sold "The Fall of Babylon" and "The Mother and the Law" to him for the following states:

Georgia
Alabama
Florida
Tennessee
North and South Carolina

duration of five years for $6,500. We are to furnish three prints of "The Fall of Babylon" and two of the "Mother and the Law;" monies to be paid upon delivery of prints to the United Artists' office Atlanta, Ga.

Hodkinson

For your information, Mr. Epping suggested that this sale be put through as $6500, no mention made of prints. Mr. Epping will find some account to which to charge these five prints; in other words this $6500 goes to the Wark Producing Corporation Account.

Yours very truly,

A. L. Grey
per H.

ALG/W

106 Walton St.

Studio matters

October 18th 1921.

Hon. George H. Cobb,
220 West 42nd Street,
New York City.

Dear Mr. Cobb:

Thank you for your kind note of the 14th.

I trust that you will advise me when Mr. Hammond again comes to town so that we may "frame-up" another little dinner party.

Of course you should not wait for his visit to pay your respects to this office by running in frequently, especially as we are such near neighbors.

Pembleton was quite peeved that he was not with us.

With kindest regards, I remain

Very truly yours,

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CHARLES SCHWARTZ
LOUIS D. FROHLICH
HUGO VOGT

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

October 20th, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

In re: Foreign Rights
"Two Orphans"

Dear Banzhaf:

I understood from Mr. Osso that under the Articles of Association, every member of the French Society appointed the French Society his agent to place his works for public representation, but like every other agency it terminates with the death of the author.

I am of the opinion that the French Society had no right to make any sale or other disposition of the picture rights after D'Ennery's and Cormon's deaths, and that the title to the rights passed to D'Ennery's and Cormon's heirs. Without a Bill of Sale from them, I deem it unsafe to pay over $15,000. to Osso.

I am enclosing herewith, as you requested, all cables delivered to me by Mr. Grey. I have already sent you the form of cable to be sent to McCarthy. A similar cable should be sent to Smith.

Yours very sincerely,

Nathan Burkan

CS:RV
Enc

Answered by phone Oct. 22-21 AB.

Hearts of World

October 17, 1921

Stuyvesant Express Co., Inc.,
138 West 46th Street,
New York City.

Gentlemen:

Our clients, D. W. GRIFFITH SERVICE, have placed in our hands for collection a claim against you in the sum of $120., arising out of your negligence in losing two reels of the motion picture "Hearts of the World" on or about September 2nd.

If we do not hear from you in reference to this matter by Thursday of this week at the latest, we shall be compelled to carry out our clients' instructions to commence suit at once. We do not think it necessary to point out to you that your disregard of this matter will entail not only legal expenses, but also the loss of our clients' trucking business.

Very truly yours,

R

Oct 1921

THIS AGREEMENT, made this 20th day of October, 1921, by and between the WARK PRODUCING CORPORATION, a New York corporation, hereinafter referred to as the "Lessor", party of the first part, and ENTERPRISE DISTRIBUTING CORPORATION, a Georgia corporation , hereinafter referred to as the "Lessee", party of the second part,

W I T N E S S E T H :

WHEREAS, the lessor has produced motion pictures entitled "THE FALL OF BABYLON" and "THE MOTHER AND THE LAW" from the copyrighted motion picture photoplay "INTOLERANCE", and

WHEREAS, the Lessee desires to acquire exclusive rights of distribution and exploitation of said motion picture productions of "THE FALL OF BABYLON" and "THE MOTHER AND THE LAW" in the territory hereinafter described at the time and upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessee the sole and exclusive rights, subject to the performance of the terms and conditions required to be performed by said Lessee, to distribute or exploit the aforesaid motion picture productions entitled "THE FALL OF BABYLON" and "THE MOTHER AND THE LAW" (but only in a dignified manner commensurate with the artistic qualities of the production, and in continuity as delivered by the Lessor) in the States of GEORGIA, ALABAMA, FLORIDA, TENNESSEE, NORTH CAROLINA and SOUTH CAROLINA, and not elsewhere for a period of five (5) years from the date hereof.

SECOND: The Lessee shall pay to the Lessor for the territorial rights hereby granted the sum of Sixty-five Hundred ($6500.) dollars in cash upon presentation to the Lessee by the Lessor of shipping receipts showing shipment of three (3) complete prints of the motion picture production "THE FALL OF BABYLON" and two (2) complete prints of the motion picture production "MOTHER AND THE LAW" addressed to United Artists Corporation, 106 Walton Street, Atlanta, Georgia.

THIRD: The Lessor agrees as long as the negative is in existence to furnish to the Lessee prints or parts of prints of said productions, during the life of this contract, at the rate of ~~six (6¢)~~ Five (5¢) cents per linear foot, plus any increase in cost of raw material or of taxes over present cost and footage tax, f.o.b. the Griffith Studio at Mamaroneck, New York, or at the Lessor's option at its office in the City of New York. Every print is to be returned to the Lessor at its option five years from the date hereof, and if lost or destroyed the Lessee shall supply affidavits covering the cause of its loss or destruction.

FOURTH: The Lessee covenants and agrees that neither the Lessee, nor its agents, servants or employees will copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated, and that neither the Lessee nor its agents, servants or employees will exhibit or cause to be exhibited any of said films in any territory other than that covered by this agreement, and that the Lessee will use every effort to enjoin and restrain the use of any copy of said productions not authorized by the Lessee to be exhibited within the territory aforesaid.

FIFTH: The Lessee agrees in the event of the

loss or destruction of any film, to notify the Lessor by telegram or telephone forthwith.

SIXTH: The Lessor shall sell to the Lessee advertising matter, lithographs, newspaper cuts, photographs, etc., at the cost price thereof to the Lessor at point of shipment.

SEVENTH: It is understood and agreed that the positive prints which shall be delivered to the Lessee hereunder shall be used by said Lessee only in accordance with the express provisions hereof, and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereto shall be and at all times remain in the Lessor.

EIGHTH: The Lessee shall not act or hold themselves out as the agents of the Lessor, and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

NINTH: In the event of the failure of the Lessee to pay to the Lessor any money agreed to be paid to the Lessor by any provision of this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten days' notice by registered mail to said Lessee, and thereupon upon the expiration of the time specified in such notice, unless such money is meanwhile paid, such rights shall immediately cease and determine; it being distinctly understood that the waiver of any default in payment in any instance shall not operate as a waiver in any other instance.

TENTH: In the event of the breach by the Lessee of any of the other conditions in this agreement con-

tained, or in the event of the filing of a petition in bankruptcy by or against the Lessee, the Lessor may call the attention of the Lessee to such breach by registered mail and if such breach does not cease or is not remedied within ten (10) days after the mailing of such notice, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving five (5) days' notice by registered mail to the Lessee, and thereupon, upon the xpiration of the time specified in such notice, such rights shall immediately cease and determine; it being distinctly understood and agreed that any waiver by the Lessor of any breach by the Lessee, whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of or consent to any subsequent breach on the part of the Lessee.

ELEVENTH: The Lessor shall not distribute or exhibit the said pictures in said territory during the term of this agreement.

TWELFTH: This contract being signed and entered into in New York, it is hereby agreed that the law to be applied to any matters arising hereunder shall be that of the State of New York.

THIRTEENTH: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties and no representations, warranties, covenants or promises made by any representative or agent of the Lessor or any other company shall be binding or be construed a part of any agreement between the Lessor and the Lessee herein unless herein expressly contained, and no variation or modification of this agreement shall be made

except in writing, signed on the part of the Lessor by its President, who it is mutually agreed is the only person authorized to sign the same on behalf of the Lessor.

FOURTEENTH: It is further understood and agreed that this contract on the part of the Lessee is personal and the same shall not be assigned without the written consent of the Lessor.

FIFTEENTH: Any notice under this agreement to be given to the Lessor shall be given to it at its office #1476 Broadway, New York, N. Y., and any notice under this agreement to be given to the Lessee shall be given to it at

or any other address designated by it in writing.

IN WITNESS WHEREOF, the respective parties have caused these presents to be signed by their duly authorized officers, and their corporate seals to be hereunto affixed the day and year first above written.

ATTEST: WARK PRODUCING CORPORATION

Secretary By Albert W Wanzhof President

ATTEST: ENTERPRISE DISTRIBUTING CORPORATION

S A Millard Secretary By Y S Freeman Vice President

CITY, COUNTY AND
STATE OF NEW YORK } ss.:

On this 20th day of October, 1921, before me personally appeared ALBERT H. T. BANZHAF, to me known, who being by me duly sworn did depose and say that he resides in the County of Kings, City and State of New York; that he is the President of [redacted] WARK PRODUCING CORPORATION, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Gertrude Denneen.

Notary Public, Kings County,
Clerk's No. 272, Register's No. 3097
Certificate filed in New York County
Clerk's No. 253, Register's No. 3266
Commission Expires March 30, 1923

CITY OF)
COUNTY OF) ss.:
STATE OF)

On this 26th day of October, 1921 before me personally appeared M. F. Freeman, to me known, who being by me duly sworn did depose and say that he resides in Atlanta, Georgia; that he is the Vice President of ENTERPRISE DISTRIBUTING CORPORATION, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Borad of Directors of said corporation, and that he signed his name thereto by like order.

Flora A. Koch.

NOTARY PUBLIC, STATE AT LARGE, GEORGIA
MY COMMISSION EXPIRES JUNE 16, 1925

KNOW ALL MEN BY THESE PRESENTS:

I, the undersigned, Paul Boris, residing in the City of Paris, Republic of France, at No. 24, Rue de Turbigo, do nominate, constitute and appoint as and for my true and lawful attorney Mr. Bory Osso, with offices at 1457 Broadway, New York City.

To whom I give Power, for me and in my name, place and stead, to treat with, cede or retrocede, transfer to any and all theatre or music-hall directors, impresarios, or with or to theatrical companies, at the prices, and on the terms and conditions which he shall judge best in the interest of his principal, either for cash payment or deferred payment, any and all theatrical pieces, operas, operettes, comedies, dramas, etc., of which I may be the owner, to be given either in New York or in various states of America to be designated, as well as in the Dominion of Canada, Great Britain, and all English speaking countries; further to treat the sale or transfer of titles and interests in and to the motion picture rights for all the countries of the world in and to all plays and novels, of which I may be the owner, to any and all editors or manufacturers of cinematograph films to be transformed and shown in the theatres and cinemas; to give any and all authorizations for the benefit of the transferee, in all or in part, for any and all countries and for periods to be determined.

And for the above purpose, to sign and decide upon any and all instruments or contracts, discuss, close and settle any and all accounts, to receive any and all sums

and checks and notes in payment of the plays, to accord any and all receipts or discharges.

In case of difficulties or default of payment to take any and all proceedings, steps and measures necessary to summon to appear before the judges and courts having jurisdiction, to treat and negotiate, to appoint any and all lawyers and defenders, to dismiss them and to replace them, to obtain any and all judgments and decrees, to give notice of the same and have them executed, and to collect all moneys which may be due for me.

To elect domicile, to substitute in all or part of the present power, if it should be necessary, and in general to do, in the interests of the principal, anything which the situation might require for the purpose of the sales and transfers hereinabove indicated.

Done in Paris, the twentieth of September, Nineteen Hundred and Twenty-One.

(SEAL) (Signed) PAUL BORIS.

STATE OF NEW YORK)
COUNTY OF NEW YORK: SS::
CITY OF NEW YORK)

BORY OSSO, being duly sworn, deposes and says: I have read the foregoing power of attorney and the same is in all respects a true and accurate copy of the original power of attorney held by me and executed by the said Paul Boris in the City of Paris, Republic of France, on September 20th, 1921.

Bory Osso

Sworn to before me this
21st day of October, 1921.

Emanuel Preiss
Not. Pub. Queens Co. No. 1749
N.Y. Co. Clerks No. 179
N.Y. Co. Registers No. 3138
Comm. Expires March 30, 1923

Seal

I hereby certify that the attached is an exact copy of affidavit of Bory Osso certifying the truth and accuracy of original power of attorney from Paul Boris held by him; the original document is in my possession and you may have access thereto at any time.

Paul E Rogers

W I T N E S S E T H, this Agreement made the 21st day of October, 1921, by and between PAUL BORIS, residing at 24 Rue de Turbigo, Paris, France, hereinafter designated as the owner, and FOX FILM CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of New York, hereinafter designated as the purchaser.

WHEREAS the said Paul Boris warrants that he possesses the motion picture rights in and to a certain original literary work entitled "The Two Orphans", originally written in the French under the title "Les Deux Orphelines", by D'Ennery and Cormon, for all countries throughout the world except the United States of America, until the 4th day of June, 1931; and

WHEREAS the purchaser is desirous of acquiring and purchasing the said motion picture rights in and to the aforesaid literary work for and during the said period; it is

FOR AND IN CONSIDERATION of One ($1.00) Dollar and other good and valuable considerations paid by the purchaser unto the owner, receipt whereof is hereby acknowledged, AGREED as follows:-

FIRST: The owner does by these presents sell, assign, transfer and set over unto the purchaser, its successors and assigns, all his right, title and interest in and to the motion picture rights throughout the world except the United States of America, in and to the said original literary work entitled "The Two Orphans" originally written in the French under the title "Les Deux Orphelines", by D'Ennery and Cormon, including the right

to make motion picture versions thereof and to produce, sell, lease, license and generally deal in and with motion picture reproductions of the said story throughout the world except the United States of America, and the right to copyright the same in the name of the purchaser during the period herein granted, and does also sell and assign the motion picture copyright in and to the aforesaid literary property together with the sole and exclusive right throughout the world except the United States of America, to make, adopt, sell, lease and generally deal in films, both negative and positive, portraying a story or stories, version or versions of the said literary work in photoplay form throughout the world except the United States of America, and the owner will execute, acknowledge and deliver unto the purchaser any other or further documents or instruments that may be necessary to effectuate, consummate and properly register such motion picture copyright in any and all countries throughout the world except the United States of America in the name and as the sole and exclusive property of the purchaser.

SECOND: For and in consideration of the rights transferred by the owner unto the purchaser and of the rights acquired by the purchaser, the purchaser shall pay unto the owner and the owner shall accept from the purchaser as payment in full therefor the sum of Fifteen thousand ($15,000) Dollars, to be paid in the manner following:- Five thousand ($5,000) Dollars on the execution hereof, receipt whereof is hereby acknowledged; Five thousand ($5,000) Dollars on the 30th day of November, 1921, and Five thousand ($5,000) Dollars on the 31st day

of January, 1922. The aforesaid payments shall be regarded as remuneration in full for the said motion picture rights and motion picture copyright throughout the world except the United States of America, solely and exclusively unto the purchaser, as hereinbefore set forth.

THIRD: The owner does hereby represent that neither he nor the said D'Ennery or Cormon, nor the heirs of the said D'Ennery or Cormon, have assigned or in any manner impaired or encumbered the rights herein granted to the purchaser; that there is no outstanding claim against the title to the said literarywork or the copyright therein and that he will execute any other necessary instruments to convey and assign the said motion picture rights and motion picture copyright herein intended to be conveyed, and that neither he nor the said D'Ennery or Cormon, nor the heirs of the said D'Ennery or Cormon, have given any person, firm or corporation throughout the world any right, license or privilege of any kind, nature or description in or to the said literary work, or the production thereof, inconsistent with the rights hereby granted and transferred, or by which the same could be diminished or impaired, and that he has the sole and exclusive right to dispose of the rights and privilege hereby granted and transferred.

FOURTH: The owner does hereby warrant and represent that he is the true and lawful owner of the motion picture rights herein conveyed by him and that the said rights have been duly and properly assigned and transferred to him by heirs of the said D'Ennery and Cormon,

who at the time of the said transfer were the true and lawful owners of the said rights.

FIFTH: The owner does hereby authorize the purchaser either in its own name or in the name of the owner or jointly to institute any suit for copyright infringement or for any invasion, diminution or interference, trespass or injury to, with or with reference to the rights herein granted wherever and whenever the same shall occur, and the owner will freely co-operate with the purchaser in enforcing the rights herein granted and prosecute any invasion, transgression or infringement thereof.

SIXTH: The owner does hereby authorize the purchaser, in all countries throughout the world except the United States of America, wherein copyright of the motion picture rights has not been obtained, to make application in its own name as proprietor for copyright registration thereof and that the said copyright in all of said countries shall be and remain exclusively in the name of the purchaser, and the owner does hereby agree to execute any and all documents or instruments in any country wherein the same may be necessary to obtain such copyright registration, and if necessary by the laws of any such country that the same shall be acquired in the name of the owner, the purchaser shall be permitted to apply for the same in the name of the owner and the owner shall thereupon sell, assign, and transfer the same unto the purchaser.

SEVENTH: At the expiration of the period herein granted, the purchaser shall be permitted to use

distribute, exhibit and generally deal in all positive prints of its motion picture version both in stock and in circulation, during the life of such positive prints then in existence and until such positive prints shall have lost their usefulness.

EIGHTH: If at the expiration of the rights herein granted unto the purchaser, it is the desire of the purchaser to renew the rights herein granted, the said purchaser shall have and is hereby granted the exclusive privilege and option to renew such rights annually thereafter on the payment of One thousand ($1,000) Dollars per annum in advance. That this right to renewal is a condition going to the root and essence of this contract and is one of the conditions imposed by the purchaser in consideration for the making of this agreement. It is however understood that these rights to renewal are granted only for the period of the contract between the owner and the heirs of the estates of the said D'Ennery and Cormon.

NINTH: The owner does hereby sell, assign, transfer and set over unto the purchaser any right, title or interest which the owner may possess in the motion picture rights to the aforesaid literary property in the United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed and sealed the day and year first above written.

Lu et approuvé
P. Boris

Bony Oser (L.S.)
Attorney in fact for
Paul Boris

FOX FILM CORPORATION
BY Saul E. Cohen (Seal)
Vice President

(L.S.

Je certifie la
signature de Paul Boris
Oscar Oser

(Stamp)

STATE OF NEW YORK)
CITY OF NEW YORK : SS::
COUNTY OF NEW YORK)

On this 21st day of October, 1921, before me personally came BORY OSSO, to me known and known to me to be one of the individuals who executed the foregoing instrument and he duly acknowledged that he executed the same as attorney in fact for PAUL BORIS, one of the parties mentioned in the foregoing contract; and being by me duly sworn, did depose and say that he is the duly constituted attorney in fact of Paul Boris and has full authority to make the foregoing contract in behalf of the said Paul Boris.

Emanuel Preiss (Seal)

STATE OF NEW YORK)
CITY OF NEW YORK : SS::
COUNTY OF NEW YORK)

On this 21st day of October, 1921, before me personally came Saul E. Rogers to me known, who, being by me duly sworn, did depose and say that he resides in the City of New York; that he is the Vice-President of FOX FILM CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Emanuel Preiss (Seal)
Notary Pub. Queens Co. Nr. 1749
N.Y. Co. Clerks Co. 179
N.Y. Co. Reg. Nr. 3138
Com. Ex. March 30/1923

STATE OF NEW YORK)
COUNTY OF NEW YORK : SS::
CITY OF NEW YORK)

BORY OSSO, being duly sworn, deposes and says: I am the general manager of the sole American agency for the Societe of Dramatic Authors and Composers of France. I am also the sole and exclusive agent and attorney in fact for Paul Boris by power of attorney duly executed on September 20th, 1921 in the City of Paris, Republic of France. The said Paul Boris, the owner of the motion picture rights to "The Two Orphans" or"Les Deux Orphelines" by D'Ennery and Cormon, duly appointed the deponent as his attorney in fact to make and consummate any and all negotiations to sell his motion picture rights in said literary composition throughout the world. That the said power of attorney is still subsisting and has not been revoked by the said Paul Boris and that the deponent is fully authorized to execute the contract hereunto annexed conveying the motion picture rights in the said literary composition to the Fox Film Corporation without limitation of any kind and is duly authorized to accept payment for the said motion picture rights in behalf of the aforesaid owner of said rights.

Sworn to before me this
21st day of October, 1921.

Emanuel Preiss
Not. Pub. Queens Co. 1749
N.Y. Co. Clerk No. 179
N.Y. Co. Reg. No. 3135
Com. Expires March 30, 1923

(Seal)

Bory Osso
Lu et approuve
P. Boris

Je certifie la signature
de Paul Boris

(Stamp)

Oscar Osso

I hereby certify that the attached is an exact copy of original contract made the 21st day of October, 1921, between Paul Boris and Fox Film Corporation, assigning the motion picture rights to "The Two Orphans" to the Fox Film Corporation; the original contract is in my possession and you may have access thereto at any time.

Paul E Rogers

certified copy

10vA

FOR AND IN CONSIDERATION of the sum of One ($1.00) Dollar and other good and valuable considerations in hand paid to the undersigned by Fox Film Corporation, a corporation organized under and by virtue of the laws of the State of New York, the undersigned hereby assigns to Fox Film Corporation all the undersigned's right, title and interest in and to the motion picture rights in and to a certain original literary work entitled "The Two Orphans", originally written in the French under the title "Les Deux Orphelines", by D'Ennery and Cormon, including all the undersigned's right to make motion picture versions thereof and to produce, sell, lease, license and generally traffic in the said motion pictures and to copyright the same in its own name subject to the terms of a certain contract between the undersigned and the Fox Film Corporation, dated the 21st day of October 1921.

IN WITNESS WHEREOF the undersigned has hereunto set his hand and seal the 21st day of October 1921.

Lu et approuvé
P. Boris

PAUL BORIS

BY Bory Osso (L.S.)
Attorney in Fact.

Je certifie la signature de Paul Boris
(Stamp) (signed) Oscar Osso

I hereby certify that the above is an exact copy of original assignment of the motion picture rights to "The Two Orphans" by Paul Boris, by Bory Osso attorney in fact, to the Fox Film Corporation; the original documents are in my possession and you may have access thereto at any time.

Paul E. Roger

LARKIN, RATHBONE & PERRY

CABLE ADDRESS "LAWYERLY NEW YORK"

ALBERT RATHBONE.
ADRIAN H. LARKIN.
JOHN M PERRY.
ARTHUR H. VAN BRUNT.
HENRY V. POOR.
ALBERT STICKNEY.
HERSEY EGGINTON.
NICHOLAS KELLEY.
DONALD C. MUHLEMAN.

Central Union Trust Company Building
80 Broadway, New York

October 21, 1921.

J.C. Epping, Esq.,
D.W. Griffith, Inc.,
303 Longacre Bldg.,
New York City.

Dear Mr. Epping: Re: "WAY DOWN EAST", "DREAM STREET" and "TWO ORPHANS".

I have your letter of the 20th inst.

I refer you to paragraph "Fourth" of the agreement which provides as follows:

> "FOURTH: The second party agrees to forthwith deposit in a certain steel vault which has this day been designated in the said lease, the original negatives of all three of the photoplays hereinbefore referred to, and to designate in legible writing that the same is the property of Central Union Trust Company of New York."

This property is not to be marked "held in trust", but is to be marked the "property of Central Union Trust Company of New York."

Kindly give this your immediate attention.

Very truly yours,

D C Muhleman

DCM/MF

GUEDALLA, JACOBSON & SPYER

LONDON, ENGLAND.

October 21, 1921.

Dennis O'Brien, Esq.,
1482 Broadway,
New York City.

My dear Mr. O'Brien:

ALLIED ARTISTS

I have a letter from Mr. Malevinsky of the 6th inst. and I am glad to see that he arrived quite safely in New York, and he says that you will be writing me at an early date with regard to the contracts of the Artists and various tax matters, which I so fully discussed with him, but down to date, I have not heard from you.

I attended a Board Meeting on the 18th inst. and in accordance with the practice adopted at my request, there was presented to me a report of business done since the inception of the Company, and made up to the last available date, which was, on that occasion, the 15th of October. I enclose you this document.

You will see that the whole amount of business already amounts to the large figure of £ 121,214.

I also request to have every month a Balance Sheet, and Mr. Shanks has made me out a Balance Sheet down to the 1st of October, 1921, and there is attached thereto his statement of Revenue and expenses of the company down to the 1st of October, 1921. I enclose you those documents. They all, as a matter of fact, go automatically to the Chairman of the Company, Mr. Abrams, but I gather, having regard to the accounts which are regularly sent to him, and certain reconciliation figures, he may find certain discrepancies between the enclosure and the last document he had on the subject.

Mr. Shanks prepares these figures as best he can for me. They are not audited, and there are certain reconciliation figures which it may be desirable, and in fact, necessary, to bring into account in presenting an accurate record, either to third parties or to Mr. Abrams, but for my purpose, I like constantly that the position should be surveyed, and particularly because I ask questions, and Mr. Berman's attention thus gets directed to certain matters. I also think it is useful for Mr. Berman's purpose.

I now bring up to your immediate and serious attention the fact that the Allied Artists have no contract with a single one of the concerns which own ~~difference~~ different films in respect to which we are authorized by Mr. Abrams, our Chairman, to enter into contracts with exhibitors here for their performance in the British Isles. I regard this as a very serious and unbusinesslike situation.

You will observe that down to the 15th of October, the Allied Artists Corporation have accepted bookings for "Pollyanna" to the extent of £ 33,473. We have no Licenses.

Mr. Berman, on instructions verbally received from the Chairman of our company, credits the Mary Pickford Company with 70% of the gross proceeds, and retains 30%, but whether any part of the 30% belongs or is to belong to the United Artists Corporation, is a matter which has not been decided between the two corporations; and so I can go through the entire list of films, with the exception that Mr. Griffith's film "Way Down East" has to be, in the circumstances, treated differently.

If the General Commissioners for Income Tax were to hold, after inspecting the accounts and correspondence, and considering the facts, that the Allied Artists were, for instance, only the agent of the Mary Pickford Company, or if you choose to put it, the United

Artists Corporation, they can claim in respect of the £ 33,473, whenever it is collected, that the American concern is, through the Allied Artists, carrying on business here and earning revenue, and can call upon it for a substantial accounting as to how much thereof is profit and gains within the meaning of our Income Tax Acts.

The Authorities, sooner or later, are bound to take up this attitude, and what are we to reply? My hands are tied.

Even if it were contended that 70% of the gross proceeds was the limit which the American Corporation could receive, the authorities are likely to contend that part of the 70% represents profits and gains, and that the Allied Artists Corporation ought to keep back Income Tax, for which the Mary Pickford Company is liable, namely, at the rate of 6/- in the £ on profits and gains.

I do not think the authorities could possibly succeed in maintaining that all the gross receipts represent revenue, but there is quite an argument on the subject which yet remains to be discussed and decided.

I will assume that the authorities will say that 70% of £ 32,755, or say, £ 22,000 ~~collected~~ allocated to the Mary Pickford Company, represents capital, plus profits and gains, but how much of that sum represents profits and gains?

With regard to the balance, namely some £10,000, that is brought into account at present with the Allied Artists, and so far as the Allied Artists are running their business at a profit, some part of that will, of course, have to be taxed.

My present point is that with regard to the £ 22,000 in respect of "Pollyanna," the time will soon come when the Allied Artists Corporation must make up its mind whether it is to withhold

any of same from the Mary Pickford Company, in order to pay British Income Tax.

If Licenses are adopted, which I have submitted for your consideration, these difficulties are avoided.

One very important question will be as to who it is who is dealing with us. At present it seems that the United Artists have procured the Mary Pickford and the Douglas Fairbanks Company to let us have their films. It also seems to have promised the D. W. Griffith Incorporated Company to do the same.

I, personally, am unaware how we got "Disraeli" or certain other films which are come or are to come to us, but in every instance, I should gather we are to deal direct with the Artists and not with the United Artists Corporation.

This is a situation which must be definitely cleaned up, and I do strongly counsel you not to pursue the policy of drift.

I quite understand that you wanted to see how things went. You have seen in the course of some five or six months since we started that Mr. Berman has done in exceptionally difficult times in respect of 11 films, bookings for £ 121,214, and he has also placed "Way Down East."

All the time he has been busy organizing his Head Office, and his different branches.

If you would look at the statement of revenue andexpenses in connection with the Allied Artists enclosed herein, you will find that £ 11,261 is operated back for Suspense Account. I have looked at the items. Under my form of license which I have sent you, this would be expenditure to be borne by the Allied Artists Corporation, but Mr. Shanks does not know how to deal with it. Substantially and

chiefly, it represents expenses in freight insurance and printing of different films.

Under my contract, all these charges will be borne by the Allied Artists Corporation and fairly so borne.

The United Artists Corporation, or if you prefer it, the Mary Pickford Company, in the given instance, receive 70% of the gross proceeds, and it would seem that, under such conditions as that, the Allied Artists Corporation could certainly work to a substantial profit.

Indeed, Mr. Berman thinks that if a hard bargain were to be driven with a concern like the Allied Artists Corporation the Allied could put out even more. But a great deal depends upon how things plan out.

If the Allied Artists were to pay up to 78%, I made a calculation that the Allied Artists would just break even, and therefore a business concern would not do this.

My rough calculation is that down to date, including the Griffith business, the Allied Artists is making about 8% of its gross receipts. But, of course, it would not make this, if, for instance, we were to close down tomorrow, because the bookings remain to be collected, and there would have to be an office for the delivery of the prints to the various Cinema Theatres, and the recovery thereof, and for our collecting the bookings.

In other words, if the items in the Suspense Account are to be borne by the Allied Artists Corporation, I am rather inclined to think that their division of 70% and 30% of the gross receipts is respectively right, but I am not at all sure that Mr. Berman cannot ultimately work to 75% of the gross receipts going to America as purchase price.

He certainly says that he thinks he can.

As the matter stands at present, if the Allied Artists Corporation makes profit, then 6/- in the £ from its profits will have to be deducted and the balance will be available, as above shown, so that those who are the shareholders of the Allied Artists Corporation will benefit accordingly.

If the percentage of gross receipts payable to vendors is increased over 70%, there comes the point at which the Allied Artists Corporation must break down even, or even work to a loss.

If it is held by our authorities that the two corporations are on such terms, that business is arranged between them so as to prevent the Allied Artists Corporation retaining profits, then, as Mr. Malevinsky noted in my office, our authorities would have power to tax the Allied Artists Corporation, just as if they had not made certain arrangements with the United Artists.

With regard to the enclosed figures you will note that on the 1st of October, 1921, the bookings of gross receipts received amounted to £ 116,215, and after providing for all the liabilities, except Income Tax, the net profits would appear to be £ 9,450. This, roughly, is my figure of 8% in relation to gross receipts.

Some of the items, no doubt, will come up for criticism and adjustment. I am not bothering about that part of the matter.

Mr. Abrams and his skilled assistant will, no doubt, be able to analyse these figures. I think it is sufficient for you and me, as lawyers, to take a rough note of the matter, so that it can be at an early date decided what licenses are to be executed and

on what terms they should be executed.

I, myself, as I have suggested throughout, would have preferred, if you could have devised it with these great Artists, that the business should have gone through the United Artists Corporation, and that we should only account to the United Artists.

I am not quite sure who it is, who, at any time, could sue us for an accounting.

But apart from that, as I point out, at an early date, the directors of the Allied Artists will have to have the money, and decide whether they are to retain some of these monies, which otherwise, you must regard as destined for the United States for the purpose ~~of~~ of paying Income Tax.

I would put it right up to Mr. Abrams (as our Chairman) that this situation must be dealt with definitely, although I think we will avoid the difficulty if you can spare the time to go into conversation with Mr. Malevinsky without delay, on the matter.

My own survey of the figures is that in payment of printing duties and different things, apparently 10% of the gross receipts will be absorbed.

I think that Mr. Berman thinks he can reduce this item in the future, and also you must bear in mind that in respect of some of the films which he is handling, he has only just started to book them, so that there will not be the further expenses in connection with some of these items, but on the other

hand, as I said to him, it seems to me that whatever films will be coming along, duty will have to be paid, and so at any given moment, our present experience seems to be that we must allow that we are out of pocket 10% to the extent of bookings, but you must remember that we are actually out of pocket of that money, whereas the bookings are not to be received until a long period elapses.

Then you observe that our operating expenses are £ 16,281.

Mr. Berman thinks some of these items are non-recurrent, but if we have more films to handle, we shall want a larger staff.

At present, the expenses amount to £ 1,350 a month. As a matter of fact, I have a legal bill to put in, nor are there any charges therein for my own personal services.

Further, if Mr. Berman goes on living here, I have my own personal observations to make that he is living rather a dog's life at the Savoy Hotel. It is, of course, expensive for a person to live there. If he had known he was going to be over here so long, possibly he could have found cheaper accommodation elsewhere, but as Mr. and Mrs. Malevinsky know, Mr. and Mrs. Berman are living there in ~~a~~ quite a small bedroom.

Mrs. Berman has frequently pointed out to me how inconvenient it is, and I have said that I thought you and Mr. Abrams in this respect might, if you were made aware of it, decide that she should have a sitting room, because I believe if Mr. and Mrs. Berman were made comfortable in their private life, Mr. Berman would do still finer business, although I do not know what scope there is for his doing better business at the moment.

Still, he is living under unpleasant conditions, but when he has heard Mrs. Berman talking like this, he has said he does not wish it to be taken up with anybody. In fact,

Dennis O'Brien, Esq., 21.10.21

I am quite sure, he would be annoyed if he knew I was writing in this strain to you.

If, however, as I recommend, you direct that Mr. and Mrs. Berman should have a sittingroom at the Savoy Hotel, then there will be an extra expense of some £50. a month to be incurred by the Allied Artists Corporation.

Again, with regard to these Operating expenses, there was some heavy charges while certain people connected with "Way Down East" were over here. These expenses have been considerably reduced, and the showing of the Griffith Film in provincial Theatres whenever it starts, no doubt, will be of great benefit to the Allied Artists Corporation.

All these things are merely pros and cons in order to determine whether the selling of a named film delivered in New York, according tothe scheme I have put forward should be that the purchase price is 70% or 75% of its gross receipts.

My own view is that 75% would be just about top notch for any business concern to work up to.

In practice, the British Renters seem to want to divide at 60% and 40%. Very occasionally, I believe 65% and 35% has been discussed, but apparently British Renters contend that in the circumstances 35% will not yield them any profits worth working for, and if they were utterly independent capitalists,

they probably would not find it worth while accepting such a heavy responsibility in relation to some exceptionally attractive film, but if one is securing film after film just as it comes along - and indeed, one must labour extra hard on the least attractive films - we are not at all sure that the right division is 70% and 30%.

If, however, you discuss this matter with our Chairman, and it seems we ought to adopt 75% and 25%, then that must be decided.

I think we ought to say that if we are to pay 75% of gross receipts to the Mary Pickford Company and because the business is entrusted to us, and handled at the New York end by the United Artists Corporation, I think the authorities here would hold that the 5% in the circumstances, is liable to Income Tax, and therefore, I think it will be worth while debating whether the United Artists Corporation get this 5% by way of dividend from the Allied Artists Corporation, or get it by a separate process?

If, on the other hand, the Mary Pickford Company were to demand 75% of gross profits, as purchase price, then, it could be its own private affair if it chose to give 5% to the United Artists Corporation.

It is not for me to pry into matters, but I have a notion, in fact, of the 70% profits, the Mary Pickford Company gets 60%, and in fact, it is giving today, 10% to the United Artists Corporation. I am not sure of these facts, and if I am not to be made acquainted with them, I am not seeking to be enlightened. It is no affair of mine, but I cannot conceive the

United Artists Corporation, which is a business concern, doing a great deal of business in these matters in America without being paid for it.

Then, there is another matter, that no provision hitherto has been made for the remuneration of directors. Mr. Berman being on the salary list, I do not bother about. Major King is also provided for, but will Messrs. Banzhaf, Burkan and Mrs. Smith claim any directors' remuneration? We have not provided for same. Then how do you stand in the matter?

I am having a tremendous correspondence with your firm about all kinds of things.

Are you going to present your charges to the Allied Artists Corporation or the United Artists Corporation. So far as legal work is concerned, and so far as you are director, what about remuneration? I have these heart to heart talks in letters to you which must take up a great deal of your time as it does of mine, but I do not know the extent to which you are being remunerated.

Apart from all these things, stands our Chairman, Mr. Abrams. I understand that he is kept very closely advised on everything by Mr. Berman. I have never seen the correspondence or cables which pass between them, although Mr. Berman has taken out of his pocket a letter or cable from the United Artists Corporation, and read me some passage. If my recollection is correct, he has handed me one or two letters, more of a complimentary nature than anything else. I rather gather that Mr. Abrams places com-

plete confidence in Mr. Berman, and leaves the management of the Allied Artists Corporation very much to him, while I am told that accounts, agenda, and minutes go regularly to Mr. Abrams.

In the ordinary way, as our Chairman, he would have the right to say to his own company that he should be remunerated.

The extent to which directors are remunerated will diminish the profits in respect of which tax is to be paid.

Directors' remuneration in this country can be paid free of income tax, so that the American directors could have reasonable amounts paid to them free of income tax.

With regard to any remuneration paid to those who are resident in this country, it has to pay tax; even if it is paid to us free of tax, we still have to bring the account into our income tax returns, so that there crediting the tax, the income has to be accounted for accordingly.

However, my advice is, that fees todirectors should be agreed and should be paid to all alike free of income tax, except with regard to specified individuals like Major King who is already on the salary list, unless it is wished to give him some special extra recognition for his extra responsibilities as a director of a company like this. It would, of course, keep him more interested in it.

Incidentally, I find that he is doing excellent work as secretary and director, and was ready to go off into the country at a moment's notice if any trouble has been found.

At the moment, he has gone to Leeds, because the Leeds Manager has been dismissed as inefficient by Mr. Berman.

Then, again, I want directions as to what to do about Mr. Berman. I understand he is still on the salary list of the United Artists Corporation, and he tells me that the Chairman of our company, Mr. Abrams, has expressly agreed that all Mr. Berman's expenses should be paid by the Allied Artists Corporation, and he is really receiving same as salary.

When the authorities learn this, they will ask an accounting from Mr. Berman if he continues resident here, so that he pays his income tax of 6/- in the £ in respect of all his receipts, and if they are of sufficient magnitude, he may be liable for supertax, which is a graduated tax.

I myself do not presume to check any accounts that Mr. Berman renders to the company. He presents his vouchers to Mr. Shanks and the auditors and he pays all his disbursements. I have no reason to think that the company was being authorized thus constantly to pay his disburrements at the Savoy Hotel, but it is an unusual arrangement, and very undesirable, if it is to become a permanent practice.

It is much cheaper to pay one employee a fixed salary, and let them shift for themselves.

In that event, I think the Allied Artists ought to make some recognition of Mr. Berman's special efforts. It is largely due to Mr. Berman - I would amost say it was almost solely due to him - that the bookings down to date have amounted to £ 121,214. He is attending to this business incessantly. He seems very satisfied with most of the staff he has surrounded himself with, and, of course, many of the bookings and takings must be

attributed to them, but every contract comes up to Mr. Berman, and he devises the entire policy of running the Allied Artists Corporation.

At present, as I say, his only reward is to be paid his actual disbursements, the chief of which is constituted by his heavy bill at the Savoy Hotel. He is perfectly happy, apparently about the arrangement.

No one has a more profound admiration for Mr. Abrams than Mr. Berman, and he leaves matters in the hand of Mr. Abrams as Chairman of the Allied Artists Corporation.

I do think, however, as the months are rolling by, this is a situation which you as a lawyer and director, should deal with.

It will not be necessary for you or Mr. Abrams to give imperative directions to us, but if you would let me know your suggestions, or what you consider best in all the circumstances, to be done, having regard to each of the matters I have brought up for discussion, you know I will do my best to cooperate.

I am sorry to keep on bothering you in this way, but in my view, we will be experiencing a cloud-burst from different directions when we least are prepared for it. We will then regret that all these matters have not been dealt with in good time.

The figures involved are already getting large, although to you Americans they may seem small.

I do not know what business the United Artists Corporation are doing throughout the other countries of Europe. I some-

times wonder if, when you have a man like Mr. Berman here, whether it would not be wise if he has the time for it, that more should be entrusted to him. However, that will involve the consideration of further problems, but it might yield far greater results.

With regard to the United Artists Corporation, I myself, do not know whether, if we come across any films, we would procure them to be submitted for consideration. I spoke to Mr. Berman about it.

It seems that they would have to go to New York and would always have to be shown to Mr. Abrams. If, however, there was any desire that advance opinions should be given, or advance options should be secured, a word to Mr. Berman might be useful.

It does happen that I was talking to Mr. and Mrs. Asche, and I was suggesting that if Chu Chin Chow is to be put on films, it might make a very good film, and that Mr. Griffith would be the person to do it. They would be very glad to see him on the subject.

I do not know, so far as they are concerned, whether they could be filmed in it over here, but I suggested that sometime when they take their holidays, they might go down to the Riviera, or even across to Algiers and get filmed, either together or independently, and a man like Mr. Griffith could possibly make up a very good film, if he joined ideas witha person like Mr. Asche. Mr. Asche said he would be pleased to see Mr. Griffith. I do not act as an intermediary in these matters I never take any commission of any kind.

If a matter of this kind were to suit Mr. Griffith or any other first class film producer I would be glad to help it along, but I thought I would just mention it as an illustra-

tion of something that might be done with regard to the Allied Artists Corporation.

Ought I to put a matter like this before the Allied Artists to forward to the United Artists Corporation, or should I communicate with you or Mr. Abrams direct, or should I do nothing at all? However, it will be very rarely that I shall trouble you.

Now and then, however, some first class idea may come my way or to my attention, and perhaps some of you might like to entertain it. I myself am no judge whether Chu Chin Chow would make a good or a bad film, but I imagein that any spectacular production in which Mr. Griffith and Mr. Oscar Asche would join forces, would be remarkably fine, call it what you like, and it may be an important thing for these two gentlemen to come together sometime.

Believe me,

Yours sincerely,

F. M. Guedalla

THE ALLIED ARTISTS CORPORATION LIMITED

AGENDA OF THE EIGHTH MEETING OF THE DIRECTORS
TO BE HELD AT THE OFFICES OF THE COMPANY 86-88
WARDOUR STREET, on TUESDAY THE 18th OCTOBER 1921
at 10 A.M.

PRESENT:

1. Reading and confirming Minutes of Previous Meeting.

2. Financial Statement made up to and for 30th September

3. Report of business done since last Board Meeting.

4. Reporting receipts and expenses in connection with "WAY DOWN EAST" at the Empire Theatre.

5. Reporting that the negative "SUDS" has been dispatched to the United Artists Corporation, Paris.

6. Reporting the resignation of Mr. Fish, Branch Manager in Leeds.

7. Reporting the amount of money remitted to the Artists.

8. Any other business to be brought before the Board.

Report of business done since the inception of the Company, made up to and for October 15th.

"POLLYANNA"	£ 33,473. 10
"MARK OF ZORRO"	23,465. 10
"SUDS"	19,987. 0
"WHEN THE CLOUDS ROLL BY"	11,847. 0
"DREAM STREET"	8,218. 10
"DISRAELI"	4,229. 0
"THROUGH THE BACK DOOR"	5,016. 10
"MOLLYCODDLE"	4,579. 10
"IRON TRAIL"	3,989. 10
"LOVELIGHT"	4,819. 0
"THE NUT"	4,579. 10
	£181,214. 10. 0

THE ALLIED ARTISTS CORPORATION LTD.

86-88 Wardour St

London, W.1

October 18, 1921.

"WAY DOWN EAST"

To October 1st.

Receipts	10/9	£ 1382. 8. 9
	17	1477.16. 11
	24	1378.17. 4
	31	1295. 6. 5
		- - - - - - - - - -
		£ 5534. 9. 5
	Disbursements	8637.17. 8
		- - - - - - - - - -

CASH REMITTED TO ARTISTS

United Artists Corp.	£ 8, 500. 0. 0.
Mary Pickford Company	12, 297.19. 0.
Douglas Fairbanks Company	1, 627.10. 0.
	£ 22,425. 9. 0.

October 18th, 1921.

REPORT OF BUSINESS DONE SINCE LAST BOARD MEETING 19th SEPTEMBER, 1921, TO CLOSE OF BUSINESS 15th OCTOBER, 1921.

-------ooo-------

"POLLYANNA"	Nos.	678/742	£ 1,114.10. 0
"THE MARK OF ZORRO"	"	490/584	2,064.10. 0
"SUDS"	"	354/455	3,369. 0. 0
"WHEN THE CLOUDS ROLL BY"	"	64/276	3,979.10. 0
"DREAM STREET"	"	49/102	1,793.10. 0
"DISRAELI"	"	38/84	1,699. 0. 0
"THRO" THE BACK DOOR"	"	45/100	2,081.10. 0
"THE MOLLYCODDLE"	"	42/96	2,064.10. 0
"THE IRONTRAIL"	"	43/86	1,489.10. 0
"THE LOVE LIGHT"	"	44/94	2,111.10. 0
"THE NUT"	"	43/93	2,007. 0. 0
			£ 23,774. 0. 0

THE ALLIED ARTISTS CORPORATION, LTD

86-88 Wardour Street,

London, W. L.

B A L A N C E S H E E T.

October 1st, 1921.

ASSETS

Equipment		£ 869.17. 4	
Furniture & Fixtures		1384. 0. 6	
Inventories		455.16. 8	
Accounts Receivable,			
Due	£ 11,411. 5. 4		
Not due	66,202.10. 0		
		77613.15. 4	
Accounts Receivable Sundry,		998. 7. 9	
Cash in Bank,		5251. 5. 3	
Petty Cash,		25. 0. 0	£ 86,598. 2. 10

LIABILITIES, OPERATING BALANCE AND CAPITAL

Accounts Payable Sundry			
	£ 7,686.14. 7		
" " Pickford Co.	29,620.17. 0		
" " Fairbanks Co.	27,292.13. 0		
" " D.W.Griffith Inc.	3,282. 6. 0		
" " United Artists Corp:	1,765. 1. 0		
		69,647.11. 7	
Operating Balance,		9,450.11. 3	
Capital		7,500. 0. 0	£ 86,598. 2. 10

STATEMENT OF REVENUE & EXPENSES.

October 1st, 1921

GROSS SALES:

"Pollyanna"	£ 32,755. 10. 0	
"Suds"	18,697. 0. 0	
"Back Door"	4,249. 10. 0	
"Lovelight"	4,182. 0. 0	
"Zorro"	22,670. 10. 0	
"Clouds"	10,604. 10. 0	
"Mollycoddle"	4,009. 10. 0	
"Nut"	4,030. 0. 0	
"Disraeli"	3,704. 10. 0	
"Dream Street"	4,689. 0. 0	
"Iron Trail"	3,817. 0. 0	£ 113,409. 0. 0
Accessories		2,806. 3.11
		£ 116,215. 3.11

COST OF SALES:

Cost of Films:		
Mary Pickford Co's share,	41,918.16. 0	
D. Fairbanks' Co's. "	28/920. 3. 0	
D.W.Griffith Inc. "	3,282. 6. 0	
United Artists Corp. "	5,265. 1. 0	£ 79,386.6.0
Operating expenses		
Home Office,	11,612.13. 6	
Branch office,	4,668.11.10	16,281.5.4
		£ 95,667.11. 4
Profit on Operating		20,547.12. 7
Less Suspense Account,		11,261. 9. 4
		9,286. 3. 3
Add Miscellaneous Income (Interest and Discount)		164. 8. 0
Operating Balance (to Balance Sheet)		£ 9,450.11. 3

WESTERN UNION CABLEGRAM

Form 2606

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Received at 1450 B'WAY NY Phone Bryant 4423 10382 6793

F67NY J 35

PARIS OCT 22 1921

CROSMITH 1239

NEWYORK"GUY CROSWELL SMITH LTD ROOM 807 LONGACRE BLDG"

FOR GREY JUST LEARNED CAUMONT MADE TWO ORPHANS TWO YEARS AGO THIS PROBABLY ACCOUNTS FOR OSSO BEING UNABLE TO DELIVER PROPER DOCUMENTS BOWLES WILL CABLE FULLY NEXT WEEK LEAVING FOR LONDON TONIGHT

MACARTHY 1233P

2678 New Rockefeller

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 498 MAIN ST. - NEW ROCHELLE, N. Y.

closed

1190

122NY C DH

DETROIT MICH 203P OCT 22 1921

D W GRIFFITH

18 GRIFFITH STUDIOS MAMARONECK NY

YOUR PLAY "WAY DOWN EAST" OPENS HERE IN DETROIT TOMORROW.DO YOU CARE REQUEST PUBLICATION FULL PAGE ADVERTISEMENT WHICH I SHALL BE GLAD PREPARE IN DETROIT TIMES JUST PURCHASED BY ME.THIS ADVERTISEMENT MIGHT BE OF USE ELSEWHERE.UNDERSTAND YOU ARE NOT EXHIBITING PICTURES BUT THOUGHT YOU MIGHT LIKE TO RECOMMEND IT.

A BRISBANE

221P

WC
225P

Miss Weiner said she would call in few minutes

the president =

wild success in world and his

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1192

31NY C 47 5 EXTRA NL

HD LOSANGELES CALIF OCT 22 1921

closed

D W GRIFFITH

17 CARE STUDIO MAMARONECK NY

AM NATIVE BOHEMIAN AND CONNECTED WITH MOTION PICTURES HERE AND EUROPE FOR EIGHT YEARS KNOW ALL BOHEMIA AND LANGUAGE WOULD GREATLY LIKE JOINING YOUR PRODUCTION OF FAUST AM KNOWN TO JULIUS KOHNER KINDLY WIRE IMMEDIATELY IF INTERESTED AND SHALL SEND FULL PARTICULARS

GUSTAV MACHATY

UNIVERSAL FILM COMPANY

UNIVERSALCITY CALIF

950A OCT 23 1921

Two Orphans
CUT. Agreement

October 22nd1921.

Mr. D. C. Muhleman,
80 Broadway,
New York City.

Dear Mr. Muhleman:

I am enclosing herewith key to the vault #1 which the Central Union Trust Company has leased from D.W. Griffith Incorporated, and in which are stored the negatives of "Way Down East", "Dream Street" and "The Two Orphans".

I have also been advised by Mr. Epping that the notations on the books of the Corporation have been made pursuant to the terms of the contract agreement between Central Union Trust Company and D.W.Griffith Incorporated, and that he has also placed a notice which you requested on the vault, the key to which I enclose herewith, as aforesaid.

Very truly yours,

AHTB/GD
Enc.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

October 22nd 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives
Way Down East		71497		
The Love Flower		132		
Broken Blossoms		6439		
Dream Street		1751		
Birth Of A Nation		963		
Intolerance		80		
Picture C-13			618	
Picture U-3			3877	2695
		80862	4495	2695

Positive Stock used

Eastman	29773
Belgian	18396
Agfa	37188
	85357

Negative stock used

Eastman	2695

Form 1206

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

October 23, 1921.

Arthur Brisbane,
Detroit Times,
Detroit, Mich.

We have nothing to do with Way Down East now as I told you but put all the pressure possible on the other people and have arranged to comply with your wishes for the full page ad. With sincere wishes for the suggess of the Detroit Times and you and yours, I am most sincerely

D. W. Griffith

Night letter.

Chg. D. W. G. Inc.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

October 24, 1921.

J. C. Epping, Treasurer,
D. W. Griffith, Inc.,
Longacre Building,
42nd St. & Broadway,
New York City.

Dear Sir:

We beg to advise you that we have this day received check from the United Artists Corporation in the sum of $12,000. for the week ending October 22nd, the same to be applied on account of your note with our Company dated May 11th, 1921 for $250,000.

After making the above payment there remains a balance of $24,000.

Very truly yours,

Assistant Secretary.

WHS:DR
BANKING

W. P. B.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH, INC.
PRESENTS
WAY DOWN EAST

GENERAL OFFICES 303 LONGACRE BLDG. NEW YORK
TELEPHONE · · · BRYANT · 6761 · 6762 · 9486
A L GREY · · · · GENERAL MANAGER

Oct. 24th, 1921.

Mr. A. H. T. Banzhaf,
Bush Terminal Bldg.,
130 W. 42nd St.,
New York.

Dear Mr. Banzhaf:-

I have read the enclosed cable to

Mr. Burkan.

Yours very truly,

A. L. Grey
per FW

ALG/W

D. W. GRIFFITH
Philadelphia, Pa.
October 25, 1921.

HOW MOVING PICTURES ARE MADE.

Beginning, the most difficult task is the story. It doesn't matter how excellent everything else may be, if your story is weak the whole structure is false.

What is a good story? This is a most difficult question to answer. There is no standard of weight or measurement for a story, its value is intangible as air. We never knew whether we have a good story or not until after it is given to the public.

Next is the casting of the story, choosing the people who are to play the parts in the story. A great imagined character must be translated to please the eye and senses - not one, but many.

In our production of "The Two Orphans" upon which we are now working, every character first was made to rehearse the part he expected to play, in many cases as many as twenty or twenty-five people went through this performance without getting any further. Then if we find likely people they are made to play before the camera in a test as it were. A jury passes upon their fitness after seeing them in their finished work, then if proven satisfactory they are given the part and the real work begins.

In dealing with an historic subject like The Two Orphans" which is placed in a certain distant period of history, months and sometimes years of research work of a regular department is given to obtaining the correct idea of the manners, customs, costumes and settings of the period in which you are placing your story.

Then to the settings another art department is to be consulted, not only reproducing the atmosphere of the period but they must be made beautiful or suggestive of the mode and moment of the play. And the poor director cannot trust this to anyone. If he himself is not steeped with his subject he cannot hope to possibly his audience.

In one case of "The Two Orphans" where after finding hats of the period which were two and one-half feet in height worn by the fashionable ladies, it was necessary to figure what kind of coaches these ladies could ride in; to find out how they were able to get about with the great hoop dresses and these enormous head gear. Of course the costumes for a thing of this kind are made to order. It is not enough to get plates of the period as they would no more resemble the life of the period than our fashion plates of today would represent our life, but as near as possible the way in which your individual character would adjust the fashion of that day to their own peculiar fancy.

We introduce the American ambassador of the time in the play, Jefferson, - Lafayette, Danton, the great liberator. Lafayette is in civilian clothes. Search through your reference books and find how little there is of Lafayette in civilian clothes. He evidently had all his pictures painted when he was dressed in full regalia. It was most annoying of him.

After the sets are built they must again be tested as they must photograph. The adjustment of lights is most important. The mading of the better class picture is nothing more or less than a painting with lights instead of colors.

It seems that everyone is writing stories for the pictures and yet few have a practical or technical knowledge of the kind of stories in demand. This cannot be easily obtained. It is just as difficult to write for the screen I should say as it is to write with written words. Writers may be born, not made, but most of the ones that we read studies and practiced quite a number of years before they obtained success. Stories that may please the artistic will not please the great mass. Nowadays when we invest fortunes in a picture we must please a great number of people unless we expect to get bankrupt.

An idea suggested by a prominent man came to me the other day. It was called "Sugar". He dwelt on the fondness of the great American people for sugar, the prosperity of candy storesas a a proof. It was written in a satirical vein; how hypocrisy made necessary sugar be coated over all our ideas and our expressions. He showed the case of a man who had committed a crime, stating the possibility that this crime had been committed by the majority of men yet the whole world raises its hands in horror that one man has done this thing. Roars of virtuous indignation rising from one end of the country to another from people who had some time in their lives done exactly the same thing or something equally vicious. He suggested the enactment of a law - the only one needed in an already over-lawed land -- than no one should cast stones at a brother or a sister unless they themselves were without sin, suggesting that the next brother who fell would be greeted with a silence unequalled in the history of the world.

Satirically he raises a paen of praise and exultation at the height of virtue to which we in America have risen when today if the Son of God came among us, so superior are we, we would arrest him and imprison him as a common criminal.

Also his story goes on showing a scene in heaven - (it was a very daring story). Previously hinting that we might object to the sale of beer or the closing of saloons or strong drink but when we touched upon wine we were upon a very dangerous subject. In his play he showed the Son of God at the judgment bar, His judges our leading prohibitionists and reformers. What answer should the Son of God give our great House of Representatives and the great virtuous American people for having made water into wine in his lifetime? And having drunk it at the last supper, when He said; "Drink this in remembrance of Me"? Concluding that one thing was assurred, the prohibitionists might be right but if we do we say the Son of Man was not the Son of God because had he been gifted with this great wisdom he would certainly have seen the future, the present and the past, being a part of the All-knowing, the All Infinite, and would have forbidden the use of wine that day as well as now.

This sort of an idea may sound very well on paper, but of course it is not good material for the screen which must deal more or less with real sugar and not the imagined article of his satirical writing.

Being a new business we are always in a state of being reformed and made over. This is not to be quarreled at of course. As Professor Murray Butler of Columbia remarked a few days ago, it was slightly alarming what a considerable number of people were mak-

ing a living out of reforming and regulating the lives of their brothers. I noticed also a peculiar thing the other day in "Who's Who in America", the tremendous space given to these regulators being a fair, perhaps, and just opinion as to how much they are held in esteem by our people in general.

We are too young a people to understand that creation, originality, pioneering, is the great asset of all races and the marking and sign of a powerful race and that after these come the regulators and the critics in general, the dissatisfied ones and the pullers-down. We at present give more credit to those who tear down than to those who build up.

But getting back to our business, we are constantly being told in bromidal, half-baked formulas of a people ridden with worn out fossilized formulas, how we should conduct our business. Prosaic, emaciated men and women, upon their faces blighted with secret shame and secret vices, these ever present enemies of light and all progress. Look into the past! They stood by Christ when he was taken to the cross; there are these same faces bending over the bodies of their brothers whose fingernails are being torn from them as they look on joyous righteousness; they were those who stood and moralized on how well God was being served as they hung and persecuted helpless women and children in the witchcraft scourge of the world. Nine million human beings have been persecuted and presecuted as witches already as being possessed by demons, in the history of the world.

Nowadays they have given up the red hot iron and the burnings and the hangings; they have more adept weapons -- little nasty things, half steel and half innuendoes that go through the ribs to

the soul.

Nothing meets with more favor than an investigation of our business, the motion pictures. It would be foolish for me to tell you the people in the motion picture business are like any other people, poor sinful human beings struggling along as best they can, some of them as bad as you or I, some of them plodding along without dreams some of them trying faithfully and relgiously to follow in the footsteps of the Nazarene himself. I have seen and known them. It has been my fortune and misfortune to have known humanity in most of its varying phases and. A farm boy raised in a very religious family in a most religious and pious prohibition neighborhood, a newspaper man and worker in mines and factories and stores and subways, and having met every class and walk of life. My only recreation for two years was playing football on a Baptist Theological Seminary lot. I number among my acquaintances many hundreds of the ministry, I worked for a world's newspaper for many years, and all of my family thought I was to be a minister so when I speak to you it is not as one knowing only one class and not another. In fact my best knowledge of humanity was obtained from my life as a farm boy, in a newspaper office, and that circle that I best express by saying "a very religious atmosphere". And I know people working in studios who are just as religious and just as near God as any of those working in the the ministry.

In a recent sensational case in which a motion picture actor was concerned for a criminal affair in which he was mixed up and in which the world for a strange reason found great interest -- had he founded a hospital or given away money to the poor no one

would have heard or thought of it -- but as he was mixed up in a lot of filthy and dirt he was enormously interesting to the rest of mankind. The first three days of the sensation there was minister in Norwalk Conn. in one case up for exactly the same charge and next day another minister on a similar charge, the next day another minister on a much lesser charge but still a sensationally immoral case. I myself was quite surprised when it was brought to my attention by one of the big members of the Actors Equity that for one actor who was brought up for a charge of this kind in ten years twenty ministers had been brought up on similar charges. Recall in your own mind how few actors you have ever heard of being brought up on a charge of this kind. Yet you, and I have myself, look upon acting as a profession slightly beneath the pale and should the minister drive down the old homestead road you would kill the chickens, prepare a great feast, without knowing his name or where he came from. This does not mean that the ministry is not full of beautiful, sweet characters. This does not and should not in any way affect the great truth, the great ideal, the great serene beauty of the Christian religion, the hope and the rock to which we must all cling or go down into bitter waters. But it does prove that even this sacred cloth has its weak members and that we are the sinners and as the Good Book says "None are good, nay, not one."

I see a lot of ladies present. You are about to vote. Enormous powers are being put in your hands. It is well you should think and be careful. Let us first be -- Don't let us became a nation of hypocrites sitting around and wearing crowns as if we

Paris. Ce 25 octobre 1921
12. Rue de Cadix. XVe

Monsieur,

Mon ami Abel Gance m'a fait part du désir que vous avez de connaître l'article que j'ai fait paraître cette année dans "Le Mercure de France" sur votre beau film Le Lys brisé. Croyez que je suis vivement flatté et je me permets de vous adresser ci-joint cet article.

Je saisis cette occasion pour vous dire avec quelle passion je suis vos productions et vous assurer de mon admiration profonde pour votre art qui amène le cinéma peu à peu vers sa perfection.

Veuillez agréer, Monsieur, l'expression de mes sentiments profondément admiratifs.

Léon Moussinac

Pour M. Abel Gance

Martinez

l'on pourra voir partir, d'un vol annonciateur, les grandes renaissances de l'Esprit.

ÉLIE MOROY.

CINÉMATOGRAPHIE

Le Lys brisé de D.-W. Griffith, après avoir provoqué l'enthousiasme unanime en Amérique et en Angleterre, et secoué d'une émotion admirative une partie du public parisien lors de sa présentation, a, paraît-il, été sifflé dans plusieurs de nos salles et, de toute évidence, a déçu beaucoup de sympathies. Manque d'initiation de la foule en général, sans doute, mais aussi manœuvre maladroite de nos marchands imbéciles qui ont aggravé la brutalité du sujet âprement douloureux et longuement développé en y pratiquant des coupures excessives. L'œuvre en est singulièrement desséchée et la manière de D.-W. Griffith, si riche, si abondante, quelque peu appauvrie. N'importe, j'estime qu'il reste encore assez de ce film pour justifier l'admiration. Dans l'histoire de l'art muet *le Lys brisé* sera une date aussi importante que *Forfaiture*, dont la révélation commença vraiment l'initiation du grand public français au cinéma. Pour ne nous apporter sans doute rien de définitif, *le Lys brisé* n'en ouvre pas moins, grâce aux éléments nouveaux dont il abonde, à l'originalité technique qu'il révèle, une étape nouvelle dans cette progression de l'art cinématographique vers sa perfection absolue, déjà marquée fortement dans le passé par des films tels que *Pour sauver sa race*, *la Conquête de l'Or*, *Intolérance*, *Une aventure à New-York*, *Mater Dolorosa*, *les Proscrits*, *la Fête Espagnole*, *le Trésor d'Arne*, *l'Homme du large*. On ne saurait désormais autoriser quiconque à discuter de l'écran s'il ignore de tels films. Leur connaissance est aussi indispensable que l'est celle de certaines œuvres imparfaites et lointaines, telles que les inégales et abondantes poésies des trouvères des XIIIe et XIVe siècles, à l'initiation poétique. Nul intellectuel qui pressent dans l'art muet la naissance d'un art capable de renverser l'ordre complet de la connaissance et de renouveler la poésie et le drame ne saurait se dérober impunément à l'obligation de les étudier.

Le *Lys brisé* de D.-W. Griffith est actuellement, sans doute aucun, le chef-d'œuvre du cinéma dramatique. Mais, lorsqu'on est

resté longtemps enfermé dans une chambre noire, la plus faible lumière éblouit davantage qu'au jour le grand soleil. Et je comprends ici tous les enthousiasmes. Je comprends que ceux qui ont approché l'écran et qui en connaissent les présentes misères restent comme écrasés par tant de science, soient stupéfaits par l'expression d'un génie aussi volontaire. Pourtant la foule ne saurait subir les mêmes réactions et je crois qu'il appartient surtout à la critique d'essayer de juger les œuvres en les situant mieux dans le temps. Il importe bien moins au vulgaire de savoir, par exemple, que telle céramique représente, en raison de la matière, des vernis, de la couleur, des procédés employés, un merveilleux progrès technique, que de trouver à sa contemplation un plaisir nouveau. La foule réclame de la joie d'abord. C'est assez logique. Le métier doit s'effacer devant l'émotion. La valeur d'un film tel que *le lys brisé* reste donc une valeur toute relative.

Il en fut toujours ainsi aux grandes époques de formation d'un art. Et qu'admirons-nous dans les peintures naïves de Ducco et de Cimabüe, sinon, déjà, en puissance, tout l'art de Giotto, et dans Giotto, tout l'art de Raphaël ?

Le cinéma, qui eut aussi ses catacombes au sous-sol du Grand Café, connaîtra la plénitude des grandes œuvres. Mais rien n'est plus émouvant que de le voir se former peu à peu, et notre émotion est légitime lorsqu'une de ses manifestations nous donne l'occasion d'admirer ses progrès.

§

Intolérance, puis *les Cœurs du Monde* nous révélèrent D.-W. Griffith. C'est le premier grand nom du cinéma (1).

Puisque, dans l'état actuel du développement de cet art, rien ne peut — sans outrecuidance, et sans danger — vouloir être complet ni définitif, il nous plaît de reconnaître en Griffith un maître qui a su borner son ambition à un effort constant, volontaire, à une recherche tenace de création. Cet artiste crée. Chacune de ses réalisations, longuement et patiemment étudiées, mûries, nous révèle quelque noble vérité. Ainsi son génie s'affirme soucieux d'émotion grave. Trop de problèmes sans doute se posent

(1) D.-W. Griffith, auteur dramatique, né en 1880 à La Grange (Kentucky), débuta au cinéma en 1908 par *Les Aventures de Dolly*. En douze ans il fit plus de quatre cents films et dont les plus beaux sont *La Naissance d'une Nation*, *Intolérance*, *Le Lys brisé* et *Way down east*.

à la fois pour que les efforts ne trahissent pas un certain désordre, mais c'est assez que quelqu'un nous donne une œuvre qui porte en elle déjà, par la qualité de la recherche, par la science, par la richesse des idées, toutes les grandes œuvres futures.

J'ai cité tout à l'heure Ducco et Cimabüe. L'art de D.-W. Griffith présente bien des analogies avec l'art de tous les primitifs. Les mêmes qualités et les mêmes défauts s'y retrouvent : la discipline en est le caractère dominant ; la recherche de la précision y provoque souvent la sécheresse ; le souci de l'exactitude y devient parfois minutie, la passion de la vérité, brutalité ; le lyrisme, enfin, cet élan, ce souffle par quoi toute grande œuvre vit et règne, en sont presque totalement absents. Dans ses films Griffith s'élève rarement jusqu'à la puissance (excepté à la fin d'*Intolérance*) et le choix des moyens d'expression témoigne souvent d'une certaine puérilité fatigante. Le sujet choisi présente, lui aussi, les mêmes caractères, mais Griffith est Américain. Et si les primitifs ne peignirent avec leur cœur que des madones naïves, c'est qu'ils avaient tout à découvrir dans leur art renouvelé et qu'ils préparaient ainsi la venue des grands maîtres en qui s'affirma la Renaissance.

L'art de D.-W. Griffith tire sa force de sa sobriété.

D.-W. Griffith concentre sur le sujet choisi, sur l'émotion qu'il trahit, toute l'attention du spectateur. C'est ainsi que dans *le Lys brisé*, le martyre poignant de l'héroïne est traduit avec le maximum d'intensité. Le fait divers se hausse jusqu'à la tragédie. Griffith s'empare des personnages, les scrute, les pénètre — et les éclaire. Si leur psychologie nous apparaît néanmoins un peu sommaire, c'est qu'elle est telle en sa réalité. Griffith ne redoute pas certaines outrances. Il veut manifestement qu'aucune équivoque ne soit possible. Il se souvient du public auquel il s'adresse et ce public est d'abord celui de son pays. Ainsi la mimique du boxeur aboutit parfois à la grimace, mais un tel grossissement ne semble intervenir qu'afin que le personnage s'oppose plus violemment au Chinois idéaliste, dont la douceur passionnée et mystique ne se violente qu'à l'instant où le drame parvient à son point culminant. La pauvre Lucy, roulée alternativement vers ces deux extrêmes, est victime de ce jeu épouvantable et la violence a raison contre le beau rêve de paix. Nous retrouvons là l'éternel et simple contraste, dans cette lutte du beau et du laid, du bien et

du mal, employé à l'origine de tous les arts pour exalter la foule.

Ce contraste provoque naturellement le choix de la cadence même du film. Un rythme lent s'oppose à un rythme rapide : image calme, harmonieuse, baignée d'idéal, et image brève, ramassée, violente. Ainsi le désordre de l'action brutale et du crime sera rendue plus profondément sensible en face de l'harmonieuse beauté de l'amour heureux et du rêve. Qu'on se rappelle les scènes si parfaites du combat de boxe alternant avec les scènes de muette admiration de l'homme jaune devant l'enfant secourue et parée en idole. Cette cadence est pour ainsi dire la cadence primaire du cinéma et jusqu'à ce jour la plus féconde. L'avenir dira la foule des rythmes visuels nouveaux et propres au cinéma qu'on peut découvrir et ce qu'on en pourra faire surgir de beauté. Pour l'instant, admirons la richesse d'une simplicité aussi parfaite qui inspira les meilleures parties de quelques-uns de nos meilleurs films.

Le Lys brisé révèle encore une composition savamment méditée et admirablement expressive. Personne, chez nous, si ce n'est parfois Abel Gance dans *J'accuse*, n'a jamais approché la virtuosité de D.-W. Griffith dans le maniement des éclairages (1). Il joue du blanc et du noir avec une science inouïe. Ainsi parvient-il, comme dans cette scène du bouge de White-Chapel, baigné de fumée, où se mêlent tant de races, à nous donner l'impression puissante du relief. Les « passages » de l'ombre à la lumière sont remarquablement réalisés. Un tel modelé est d'un sculpteur autant que d'un peintre.

Les divers tableaux témoignent d'une observation aiguë et d'un grand souci de composition. Si D. W. Griffith fait parfois preuve de mauvais goût, on admire néanmoins son souci du détail poussé jusqu'à la perfection — j'ai dit aussi, parfois jusqu'à la minutie — par quoi pourtant jamais n'est rompue l'unité de l'ensemble. C'est que les moyens employés, soigneusement choisis, sont efficaces. Par là D.-W. Griffith atteint au style, et ce style ne s'est jamais montré plus personnel que dans *le Lys brisé*.

L'atmosphère des scènes est toujours juste. Un petit nombre de décors simples suffisent, mais avec quel art et quelle cons-

(1) D.-W. Griffith travaille d'ailleurs avec une conscience qui ne lui permet d'être ménager ni du temps, ni des moyens. Les effets de lumière seuls, dans le *Lys brisé*, ont coûté plus de 30.000 dollars et 25 électriciens y ont travaillé pendant des semaines pour obtenir les effets désirés.

cience ils sont réalisés ! Nulle déclamation, nul étalage pompeux de science inutile : l'artiste transpose la vie. Où il veut, comme il lui plaît, avec une foi incomparable et tranquille, il enferme sa vision des choses en un décor idéal qui sera pour nous plus vrai que la réalité même.

Les décors où se déroule l'action du *Lys brisé* sont tous remarquables. La rue de Withe-Chapel, où l'homme jaune a ouvert boutique, nous dit son charme triste et mystérieux, sa nostalgie, à toutes les heures ; la vie y est renouvelée sans cesse, et dans l'aube blafarde, notamment, on s'y sent mordu par la brise qui balance une lanterne de papier au-dessus de la boutique de Mauvais-Œil ; et ce brouillard soulevé comme une fumée, mouvant et pénétrant, qui fait frissonner les vieilles charpentes de ce quartier où Battling-Burrows, le boxeur, a son repaire ; et ce repaire même, avec sa misère, son âtre triste, ses murs nus, son grabat, sa table étroite et fragile et l'unique chaise du maître ; et la chambre du Chinois, où tout l'Orient semble se souvenir, avec sa petite fenêtre qui enferme en son carré de lumière toute la pureté infinie des choses du ciel. Cela est d'un art incomparable. Et ainsi se manifeste cette observation pénétrante et comme têtue qui permettra à D.-W. Griffith d'aboutir à des scènes aussi réalistes et aussi belles que le combat de boxe, le martyre de Lucy et la mort du boxeur.

A la discipline que D.-W. Griffith s'impose il soumet également ses interprètes. De là ce souci de composition, cette stylisation des personnages, ces attitudes recherchées qui expriment avec un maximum d'intensité le sentiment nécessaire. De la sorte Griffith force souvent une émotion que des artistes, tels que Lilian Gisch, Donald Crisp et Barthelmess, avec tout leur talent, abandonnés à eux-mêmes, n'eussent point provoquée avec autant de vérité et de force. Et je ne veux pour preuve de cette discipline et de cet art que la facilité avec laquelle D.-W. Griffith parvient à nous faire oublier que son Chinois est un Américain. L'admirable puissance d'expression des attitudes, mieux que le plus habile des grimages, et parfois certain éclairage du front ou des yeux, suffisent à ce miracle. Tout est sincère dans un tel art, et on ne saurait impunément y introduire un truquage dans sa froide nudité, sans risquer de le faire apparaître grossier et de le rendre insupportable.

§

Ce qui manque dans *le Lys brisé*, ce qui manquait déjà dans les films précédents de D.-W. Griffith, c'est le lyrisme. Le sens de l'observation trop aigu l'absorbe, brise l'élan. Et cette poésie pénétrante de certaines parties de *Pour sauver sa race* ou de *la Conquête de l'Or* de Thos. Ince, son élève, est trop absente de ses œuvres. Constatons-le avec un bien vif regret, car je suis convaincu que la poésie trouvera précisément dans le cinéma, contrairement à la croyance générale, un de ses plus prodigieux moyens d'expression. Le monde infini des images idéales se révélera à l'écran, quelque jour, avec une intensité jamais égalée et un merveilleux pouvoir de rayonnement. Griffith transpose la vie essentiellement, en y ajoutant, jusqu'à la pire acuité, cette émotion et cette vision personnelles par quoi une œuvre s'impose. C'est assez. D'autres, s'inspirant de sa pensée et de sa manière large, transposeront les songes éblouis et magnifiques de leur imagination et c'est ainsi qu'une forme d'art encore incomplète parviendra à sa perfection.

Le mauvais goût n'est pas absent des œuvres de D.-W. Griffith. Dans *le Lys brisé*, par exemple, je n'aime pas, au début et à la fin, ces images du port et des cloches du temple, qui sont dignes de la plus mauvaise collection de cartes postales « artistiques ». Je n'aime pas — quoi qu'on en ait — le geste de Lucy contraignant son visage douloureux à sourire. Je n'aime pas le personnage de Mauvais-Œil chargé de trop de convention et d'arbitraire. Je n'aime pas certaines puérilités, comme je n'aime pas tout non plus dans la poésie et dans l'art américain. Mais, sans doute, le grand malaise du public est dû tout entier à la fable. Et il faudrait faire le procès du scénario qui est mélodramatique et qui n'est sauvé du ridicule que par ce haut sentiment d'humanité qu'il tend à exalter en nous.

Rodin disait qu'il ne faut pas attribuer trop d'importance aux thèmes que l'artiste interprète. Cela est certainement vrai d'un art qui a déjà atteint ses sommets et réalisé des œuvres définitives, mais non du cinéma où il reste pour ainsi dire tout à découvrir. Nous avons parfois tendance à nous attacher surtout aux moyens d'expression. Nous avons tort. Car tous les problèmes se posant à la fois dans l'art cinématographique, les auteurs doivent avoir

seulement beaucoup à dire. Nous devons réclamer d'eux qu'ils « disent » beaucoup de choses.

Pourtant les films de D. W. Griffith ont tous une prétention philosophique. Mme Germaine Dulac, le metteur en scène de la *Cigarette*, *la Fête Espagnole*, *Malencontre*, etc., le rappelait récemment à l'occasion d'une conversation qu'elle eut avec Griffith et qu'elle nous rapporta : « Une même idée philosophique semble le dominer : celle du progrès de l'évolution humaine, toujours retardée par les forces brutales de la réalisation. C'est le thème d'*Intolérance* et, sur une variante, celui du *Lys brisé*. Le Chinois et la pauvre petite girl des bas-fonds de Londres sont frères, bien que de races différentes, par l'égalité de leur évolution spirituelle. Mais toutes les puissances de l'obscurantisme, fortes de leurs droits de tradition représentés par le Boxeur, se dressent contre leur union pour l'anéantir, comme Cyrus le Barbare détruit Babylone la Civilisée, dans *Intolérance*. »

Si les idées philosophiques de D.-W. Griffith sont discutables, la technique, grâce à laquelle il les exalte est bien la plus parfaite que nous ayons vue à l'écran. Une telle science n'a pas encore été égalée. Mme Germaine Dulac rappelait notamment ce que nous devons à ce magnifique ouvrier de la première heure : la découverte des premiers plans qui isolent l'expression, ce jeu intérieur qui visualise par l'attitude, par l'opposition, le tréfonds de l'âme, si différent du jeu dramatique ; cette étude des images floues qui fondent, estompent certains traits ; ces projections irisées ou dégradées en une même teinte qui encadrent l'écran ; les tentatives de taches colorées sur le noir de la photographie...

Si l'exemple d'une telle œuvre de création provoque l'émulation féconde, c'est encore assez pour justifier notre admiration. Le résultat nous prouve la puissance des moyens employés et nous suggère les possibilités de l'avenir. Et puisse *le Lys brisé* avoir ouvert une porte de plus à l'initiation totale et avoir révélé à quelques-uns l'expression élargie d'un art unique, incomparable entraîneur de foules, l'art de la prochaine renaissance universelle. Cette grandeur simple qu'on peut atteindre à l'écran, cette force rayonnante, j'attends que, quelque jour, un poète enfin s'en empare et fasse surgir du monde merveilleux des images, dans un souffle de lyrisme irrésistible, la vérité des temps nouveaux. Il n'est nul autre moyen capable d'en imposer pareillement la beauté, d'un

seul coup, au cœur de tous les hommes et d'exalter ainsi les races dans un commun et fécond idéalisme.

LÉON MOUSSINAC.

ARCHÉOLOGIE

Alexis Forel : *Voyage au pays des sculpteurs romans*, H. Champion, F. Boissonnas (quai de la Poste, 4, Genève), 2 vol. — Dr Skevos Georges Zervos : *Rhodes capitale du Dodecanèse*, Ernest Leroux. — L. Gielly : *L'Ame Siennoise*, De Boccard.

Je ne crois pas exagérer en disant à M. Alexis Forel, à propos de sa très belle publication : **Voyage au pays des sculpteurs Romans**, qu'il peut être regardé comme un homme favorisé du sort. Il a fait en France un des plus beaux voyages qu'on puisse entreprendre à la recherche d'un art, d'une architecture qu'il aime et dont il parle avec tendresse ; il publie de son ouvrage une édition superbe, accompagnée de croquis, de dessins dans le texte et de délicieuses aquarelles qui contribuent à en faire un des livres les plus remarquables qu'on puisse imaginer ; enfin il a eu le courage de ne pas entreprendre un travail dogmatique, mais de s'abandonner à ses impressions, de raconter ses promenades, — ce qui n'empêche nullement les digressions et dissertations sur des points précis et les théories générales. — M. Alexis Forel se défend aussi bien d'avoir voulu faire un ouvrage trop savant et systématique ; mais il a ses idées et les expose à mesure, par exemple lorsque, parti de Suisse, il descend le Rhône pour gagner Avignon, la Provence, et étudier Arles avec son cloître célèbre et le portail de Saint-Trophime, — où se manifesta une première Renaissance, toute régionale d'ailleurs, qui n'eut pas le loisir de se développer, mais dont on retrouve les traces à Orange, aux Saintes-Maries-de-la-Mer, à la cathédrale de Vaison, à Sainte-Marthe de Tarascon comme au cloître de Montmajour. Arles, en effet, offre des éléments classiques mélangés aux parties romanes, — l'ordonnance corinthienne des chapiteaux, — tandis que du même côté la façade de Saint-Gilles, dont M. Alexis Forel donne une description somptueuse, apparaît surtout, avec la beauté des figures, de l'ornementation, d'un art mi-païen, mi-chrétien plus remarquable encore, où les deux traditions se pénètrent et même se complètent. Les traces de cette école régionale se retrouvent encore en remontant le Rhône, — à Romans,

Allied Artists
WHE

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

October 25th, 1921.

Mr. Albert H. T. Banzhaf
130 West 42nd Street
New York City

My dear Burt:-

I would like to see you at your convenience about the form of contract that we should agree upon for Mr. Griffith's pictures abroad, and also about a friend of mine who played "Way Down East" at a substantial loss, because he claims, and believes he can prove to you or Mr. Griffith, that he followed his contract absolutely and showed the picture at $1.00 top, while exhibitors in the neighborhood of his town showed it at 50 cents top. All of the 50 cent seats were sold out, but the $1.00 seats were not. He thinks he ought to have some consideration in the way of a return engagement of the picture at cheaper prices. In any event I should like to talk the matter over with you.

~~Very truly~~ Sincerely yours,

Dennis F. O'Brien

DFO'B:MM

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

Music matter

D. W. GRIFFITH, INC.
PRESENTS
WAY DOWN EAST

GENERAL OFFICES 303 LONGACRE BLDG. NEW YORK
TELEPHONE · · · BRYANT · 6761 · 6762 · 9486
A L GREY · · · · GENERAL MANAGER

Oct. 25th, 1921.

Mr. A. H. T. Banzhaf,
Bush Terminal Building,
New York.

Dear Mr. Banzhaf:-

Enclosed please find a letter, which, in a measure, explains itself. I think it would be a good idea for to draft a letter for us and I will send it to Manning and have it properly signed. I am afraid this letter, as it is, would not answer our purposes. Pesce tells me they are composers of some very good music.

Yours very truly,

Albert L Grey

ALG/W

LARKIN, RATHBONE & PERRY

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HERSEY EGGINTON.
NICHOLAS KELLEY.
DONALD C. MUHLEMAN.

Central Union Trust Company Building
80 Broadway, New York

October 25, 1921.

Albert H.T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Banzhaf:

Will you kindly let me know who is booking "THE TWO ORPHANS". You will recall that we were to get a letter from the booking agents to the effect that they would make payment direct to the Trust Company.

I understand that the United Artists is still distributing "WAY DOWN EAST", and the Trust Company should get a letter from them to the effect that they will make payment direct to the Trust Company.

Very truly yours,

DCM/MF

LARKIN, RATHBONE & PERRY

CABLE ADDRESS "LAWYERLY NEW YORK"

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ALBERT STICKNEY.
HERSEY EGGINTON.
NICHOLAS KELLEY.
DONALD C. MUHLEMAN.

Central Union Trust Company Building
80 Broadway, New York

October 25, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Banzhaf:

I received your letter of the 22nd inst. enclosing key to the vault which has been leased by the Trust Company.

Will you kindly give me a certificate to the effect that "Way Down East", "Dream Street" and "The Two Orphans" are in this vault.

Very truly yours,

DCM/MF

COPY

D. W. GRIFFITH, INC.

Oct. 26th, 1921

Mr. Hiram Abrams,
United Artists Corporation,
729 Seventh Avenue,
New York.

Dear Mr. Abrams:-

Replying to your letter of October 21st with reference to the United Artists' handling "Dream Street" and "The Love Flower" in the foreign market, please be advised that this is your authorization for handling the two in the following territories:

France
Belgium
Switzerland
Czecho-Slovakia
Denmark
Sweden
Norway
Holland
Germany
Austria
Italy
Spain
Portugal

Very truly yours,

D. W. GRIFFITH, INC.

Albert L. Grey
Vice President.

ALG/W

THIS CERTIFICATE IS TRANSFERABLE ONLY UPON THE TERMS AND CONDITIONS SET FORTH IN THE CHARTER AND ARTICLE VII, SEC. 2 OF THE BY-LAWS OF THIS CORPORATION.

INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

No. 4

50 Shares

A-G-S Theatres, Inc.

CAPITAL STOCK $20,000.

THIS CERTIFIES THAT David W. Griffith is the owner of Fifty Shares of the Capital Stock of A-G-S THEATRES, INC. full paid and non-assessable transferable only on the books of this Corporation in person or by Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 26 day of October A.D. 1921

Cindy Fuge — TREASURER

A. L. Gray — PRESIDENT

SHARES 100. EACH

©GOES 196

For Value Received, I hereby sell, assign and transfer unto

-Fifty- Shares

of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

Attorney

to transfer the said Stock on the books of the within named Corporation with full power of substitution in the premises.

Dated 19

In presence of

D. W. Griffith

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER.

D. W. GRIFFITH COLLECTION
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ENTERPRISE DISTRIBUTING CORPORATION

Wark
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& mother Law.

P. O. Box 279

ATLANTA, GA.

October 26, 1921

Wark Producing Corporation,
303 Longacre Building,
New York City,

Gentlemen:

Enclosed herewith you will find contract in duplicate for THE MOTHER AND THE LAW and THE FALL OF BABYLON.

You will note that these papers have been executed by Vice President and Secretary of the Enterprise Distributing Corporation, and are returned to you to be executed by proper officials in your office, and one copy of same returned to us immediately.

Very truly yours,

C E Holcomb
Treasurer.

J. L. PARRISH
M. H. COHEN
T. J. GUTHRIE
L. B. COHEN
J. L. PARRISH, JR.

PARRISH, COHEN & GUTHRIE
ATTORNEYS AND COUNSELLORS AT LAW
REGISTER AND TRIBUNE BUILDING
DES MOINES, IOWA

October 26, 1921.

D. W. Griffith, Inc.,
303 Long Acre Building,
New York City, N. Y.

Attention: S. E. Silber.

Gentlemen:

Re: Register & Tribune vs. D.W.Griffith.

Beg to advise you that this matter has not yet been disposed of for the reason that we have been trying to get the attorney for the plaintiff to dismiss his suit, but have not, as yet succeeded. Of course, we could have this case set down for trial and have a hearing upon it but thought if we could get it disposed of in some other way, it would be more satisfactory and less expense.

This case is pending in the Municipal Court and as our District Court has been in session practically all the time since the first of September, we have not urged a trial of this case. However, if you feel that it is best to have it set down for hearing, we will have the same set down and proceed to try the same.

In view of the fact that the defendant is not suffering from any inconvenience or losing any of its rights, we have not urged a trial of the same for the reasons above stated.

Yours very truly,
Parrish Cohen & Guthrie

TJG.BBM

Mamaroneck, N. Y.
October 27, 1921.

Honorable Nicholas Longworth,
United States Representative,
House Office Building,
Washington, D. C.

Dear Sir:--

In your consideration of taxation I believe ~~you~~ we overlook a most important point. The income tax is supposed to bear heavily upon the rich, in fact it does not. The income tax as put in effect is creating the greatest autocracy of wealth ever known in the world. The young soldiers returning from abroad find all doors closed to them by the income tax. It makes false our boast of equal opportunities to all. The young inventor, the young man in business, the creators of all kinds of today will find it impossible to reach heights that have already been obtained by the prosperous men who made their fortunes in the past.

Owing to the enormous taxation, no man is able to create honestly and keep going a business upon his profits. The taxation eats up his profits to such an extent that he is forced to go thethe rich who have already made their fortunes in the past, with the result that the struggling young man of today becomes a worker for the fortunes already established when there was no income tax, thus shutting the doors of opportunity. Consider this matter and you will see the justice of this argument. How much more just would be a tax on established riches and great capital.

Of course the inheritance tax is just. Perhaps the sales tax would be more just than the present income tax. The income tax makes impossible great success for the young American of today and as it does not touch already established capital, entrenches forever and eternally an aristocracy of money that must grow and grow into such an autocracy as has never been known in the history of the world. It would mean the centering of the control of the banking interests in a few hands. As the Press and all forms of expression must go to Capital to continue their business it may mean eventually the control of all political systems which exist through their power and influence upon the people's mind as to how they shall vote, and an absolute control of our country through the power of money.

#2.

Business concerns, big and small, struggle on with the burden of the income tax and are already being gobbled up by the banks. It is easy to figure that eventually the big banking interests will control the greater part of our industries.

Most sincerely,

DWG-AW

Studio Mallison

Office of the Secretary
130 West 42nd Street
New York City.

October 27th 1921.

Mr. J. C. Epping, Treasurer,
D.W.Griffith, Inc.,
Mamaroneck, N.Y.

Dear Mr. Epping:

Willyyou kindly permit bearer, Mr. Graham Townsend and party to visit the Studio and grounds at Mamaroneck, and oblige

Very truly yours,

D.W.GRIFFITH INCORPORATED

Secretary

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W. Griffith Service

Hearts of world

"The Fall of Babylon"
"The Mother and The Law"
"Hearts of the World"

GENERAL OFFICES
303 LONGACRE BLDG., NEW YORK CITY
Phones, Bryant 6761-6762

Albert L. Grey
GENERAL MANAGER

Oct. 27, 1921.

Mr. A. H. T. Banzhaf,
130 West 42nd St.,
New York, N. Y.

Dear Mr. Banzhaf:

With further reference to expressage matter about which I spoke to you to-day over the telephone the name of the gentleman who was in your office regarding the two reels of "Hearts of the World" is Mr. Braunstein. He is the gentleman in the export business, I believe. His brother-in-law, whose name I do not know, is the manager and owner of the express company known as Jack's Express with offices at 138 West 46th Street.

Trusting this information will be sufficient, and with best wishes,

Very truly yours,

D. W. Griffith Service.

CC

Guaranty Trust Company of New York

140 Broadway

Capital $25,000,000. Surplus $15,000,000.

Member of Federal Reserve System

Cable Address: "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address: "Notromco"
Madison Avenue and 60th St.
Cable Address: "Guarmadis"
268 Grand Street
Cable Address: "Guargrand"

Foreign Offices
Cable Address: "Garritus"

London Paris
Liverpool Havre
Brussels Antwerp
Constantinople

New York, October 27, 1921.

H.F. Callaway
Assistant Secretary

D. W. Griffith Inc.,
1476 Broadway,
New York, N. Y.

Dear Sirs:

We submit the following statement of your loan to October 26th, showing payments made on account from October 10th.

Date		Debit	Credit
		$81,837.91	
	Interest to 10/5	54.56	
		$81,892.47	
Oct. 10	Payment on account		$524.32
11	" " "Love Flower"		2500.00
17	" " " "		2500.00
17	" " " " ending 9/24		672.00
18	Check for $3500. on Dominion Bank of Canada, Sold		31.76
22	Payment on "Love Flower"		653.00
24	" " " "		92.36
26	" " " "		2500.00
		$72,419.03	

Very truly yours,

H F Callaway
Assistant Secretary.

HFC:LCL:F
Industrial Dept.

D.W. Griffith Service

"The Fall of Babylon"
"The Mother and The Law"
"Hearts of the World"

GENERAL OFFICES
303 LONGACRE BLDG., NEW YORK CITY
Phones, Bryant 6761-6762

Albert L. Grey
GENERAL MANAGER

Oct. 27, 1921.

Mr. A. H. T. Banzhaf,
130 West 42nd Street,
New York, N. Y.

Dear Mr. Banzhaf:

Attached herewith are a number of letters which are self-explanatory, especially the copy of letter dated Oct. 18th to Mr. C. E. Moore of the United Artists Corporation, Pittsburgh, Pa.

This matter was not brought to our attention until Mr. Kaufman went to Pittsburgh to close up the office, after Mr. Glanz our salesman there had severed connections with us.

Will you kindly let me know if you advise taking the steps suggested by Mr. Moore. Our only other alternative would be sending someone down there to get the print which would be quite expensive.

With best wishes,

Very truly yours,

D. W. Griffith Service.

CC

October 28, 1921

Mr. J. Pizzola,
25 West Park Avenue,
Clairton, Pa.

Dear Sir:

Our client, D. W. Griffith Service, has turned over to us for further action the matter of the non-return by you of the print of "THE MOTHER AND THE LAW" which you have now had for quite a number of months.

Our client is quite willing, rather than hold this matter up longer, to allow you $18.75 refund, which can be obtained by you by returning this print to D. W. Griffith Service, 1476 Broadway, New York, N. Y., C.O.D. $18.75, at once.

We trust you will give the matter your immediate and prompt attention, as we are anxious to adjust this small matter without undue cost and expense to you. However, if we do not receive the print above mentioned, or advice that the same has been shipped to our client, within the next week, we shall be compelled to put the matter in the hands of our correspondent in your district to proceed against you in order to gain possession of our client's property, and obtain such damages as might have been occasioned by you keeping this print.

Very truly yours,

Union Trust Co.
Clairton, Pa.

Traced

R

Oct. 28, 1921.

Jack's Express,
138 West 46th St.,
New York, N. Y.

Gentlemen:

With further reference to the matter of the two reels of "Hearts of the World" about which your Mr. Braunstein called at this office last week, we have arranged with our laboratory to re-place these two reels at the rate of 3¾¢ per foot.

Will you therefore, kindly let us have your check in the amount of $75.00 being payment for 2000 feet. When the two reels are finished, we will send you duplicate bill from our laboratory and in the event the reels do not measure exactly two thousand feet we will give you re-fund check covering the difference.

Work on these two reels will not be started until such time as we receive your check, and the matter will still be kept open on the records of our attorney until such time as the check is received here.

Thanking you for your kind attention to this matter, we remain

Very truly yours,

D. W. Griffith Service.

CC

TELEPHONE MAIN 5000

CHICAGO
HERALD AND EXAMINER
A CHICAGO NEWSPAPER AND FOR CHICAGO PEOPLE

EDITORIAL DEPARTMENT

Chicago Oct. 28th./21

Dear Mr. Griffith.

I think you will agree with me that this is an effective announcement. The type in various ways will be improved. This is the first rough proof. Your talk is, as nearly as I can reframe it, what you said when we talked over the picture, when it was new.

I believe that such promotion as this, well followed up-as it might be. in a dozen ways, would keep the picture alive indefinitely. It should have a showing IN THEATRES OWNED BY YOU, in every big city, each year, at Christmas time and at other appropriate times.

Yours sincerely,

A. Burbank

Leaving for N.Y. Tomorrow — the text in this page will be improved by editing

The point is: Every reader must stop at this page) am keeping mats and metal on this, in case you want them.

Are You reading "Today"?

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

October 29th 1921.

Report of work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		1252		
Love Flower		94		
Broken Blossoms		638		
Mother & The Law		10296		
Fall Of Babylon		184		
Birth Of A Nation		135		
Hearts Of The World		64		
Picture C-13			418	
Picture U-3			1911	1677
		12663	2329	1677

Positive stock used

Eastman	4181
Belgian	1626
Agfa	9185
	14992

Negative stock used

Eastman 1677

11-4-936

NEW YORK LONDON LIVERPOOL PARIS HAVRE BRUSSELS

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

GRAND STREET OFFICE
268 Grand Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

140 Broadway
New York,

October 29, 1921,

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Please be advised that we have passed the following entries to your Loan Account account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	Oct.29th	$22.42	Check of the United Artists Corp. on Dominion Bank of Canada, Toronto, in amount $24.50 discounted at 8%.

Prod.....a/c No....Vo. No.....
Account: .....
Checked:..... Paid by Check .....
O. K.....

PRICE WATERHOUSE & CO. EXAMINED JAN 1922

315,000 — Can 12,893.56
236,353.95 US. 222,013.59
786,460.5 Cuba 1,444.80
$ 236,353.95

Yours very truly,

Guaranty Trust Company of New York
~~FOREIGN DEPARTMENT~~
Industrial Dept.

ORIGINAL

JAMES W. WADSWORTH, JR.,
CHAIRMAN.
R. E. DEVENDORF,
CLERK.

United States Senate,

COMMITTEE ON MILITARY AFFAIRS.

October 29, 1921.

D. W. Griffith, Esq.,

Mamaroneck, N. Y.

My dear Sir:

I am just in receipt of your letter of October 27th in which you give your views regarding tax legislation and I want to thank you for your interest in writing me and for the information you send. I think I am in general agreement with you. I opposed the proposal to increase surtaxes on incomes over 32%, but the Senate fixed the rate at 50%. I am very much impressed by the arguments in favor of a general sales tax, but it was impossible to get a majority of either House to favor it. I realize that the tax bill is not perfect, but perhaps some of the more objectionable features may be modified in the conference between the Senate and House of Representatives after the Senate votes on the bill.

Again thanking you for your interest in writing me, I am,

Sincerely yours,

k

J. W. Wadsworth, Jr.

N.Y. HERALD CLIPPING -

INTERVIEW BY WILLIS STULL, OCT. 30, 1921

NOT FILMED.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

October 31, 1921.

J. C. Epping, Treasurer,
D. W. Griffith, Inc.,
Longacre Building,
42nd St. & Broadway,
New York City.

WATERHOUSE & CO. EXAMINED JAN 1922 No. 74 SIMS

Dear Sir:

We beg to advise you that we have this day received check from the United Artists Corporation in the sum of $12,000. for the week ending October 29th, the same to be applied on account of your note with our Company dated May 11th, 1921 for $250,000.

After making the above payment there remains a balance of $12,000. O/C -

Very truly yours,

Assistant Secretary.

WHS:DR
BANKING

C.U.T. - 238,000.00
DWG. INC 58,042.11
" " 1,957.89
WARK. 8,000.00
J C Epping 38,000.00
Sept → 344,000.00
J C Epping. 10,000.00
354,000.=
J C Epping 12,000.00
366,000.=

P.P.S.

10/ 1/21

Two Orphans

MEMORANDUM TO MR. BANZHAF

I have submitted the proposition of a loan on "The Two Orphans" to four people and have received no favorable indications from any of them. Arthur Friend considered it over Sunday, and on Monday noon he told me that he would not be able to get it and did not think it would be possible to get it in these times.

Money is tighter right now than it has been at any time in years. Despite slight favorable flurries on the stock market, conditions are very bad and will not improve for a long time. People with money are demanding not only high rates, but absolute security. I offered 8% interest with a 10% bonus for a loan on "The Two Orphans" but folks can get more than that for their money with security consisting of a product already in existence. As a matter of fact 8% bonds can be bought at a discount now almost equal to that.

Considering the present conditions I should think you would think twice before attempting to put "Way Down East" out again as a road show. To assist me in placing "The Two Orphans" loan, Mr. Epping furnished me with a statement of the record of "Way Down East" for the first year. It shows that although the public paid $4,225,000 to see "Way Down East" only $900,000 came to D. W. Griffith, Inc. Thus only 22% of all money paid by the public came to the corporation. I should think this analysis would give you a basis upon which to judge the merit of Mr. Abrams' proposition. Can he, by showing the picture in motion picture theatres get for D. W. Griffith, Inc. more than 22% of the money paid at the box office?

And of course, the first year achievement on "Way Down East" includes the phenomonal records made in such centers as Cincinnati, Pittsburg, Baltimore, Washington, and Boston, where unusual profits were rolled up, so that the net return from the country generally must have been much lower than the percentage indicated above.

There are other considerations now which, I should think, would make you hesitate to undertake a road show proposition:

1 - There is more widespread unemployment in the smaller industrial centers now than for many years.

2 - The public is on a theatrical strike against high prices and its attitude would be manifested particularly against a high-priced motion picture.

3 - Most dramatic houses in the United States have been closed for months and people have got out of the habit of attending them, whereas the picture houses are open. It would therefore be following the lines of least resistance to take advantage of the public tendency to attend picture shows, whereas it would be necessary to risk a big propaganda campaign to get them back into the dramatic houses.

(cont. #2)

4 - "Way Down East" is already nearly a year old. People in the small towns who haven't seen the picture know all about it, and I should think their interest would wane with further delay in showing it to them.

5 - Motion picture theatre owners have been having difficulty lately in getting first grade pictures, and I should think they would be willing to give up practically all of their profits on the showing of "Way Down East" for the prestige it would give their houses and for the influence it would have in keeping up their patronage.

6 - The widespread showing of "Way Down East" this fall ought to have a tremendously stimulating effect on the showing of "The Two Orphans".

Frank R. Wilson

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

11-4-336

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

140 Broadway

New York, November 1, 1921.

D. W. Griffith, Inc.,
1476 Broadway,
New York, N. Y.

Please be advised that we have passed the following entries to your L O A N account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	11/1/21	$1194.00	Payment received from the United Artists Corporation covering proceeds of photoplay "Love Flower" for week ending October 28, 1921.

PRICE WATERHOUSE & CO. EXAMINED JAN 1922 No. 74

Prod. ..... a/c No. ..... Vo. No. .....
Account: .....
Checked: ..... Paid by Check .....
O. K. .....

Yours very truly,

Guaranty Trust Company of New York
Industrial ~~FOREIGN~~ DEPARTMENT

ORIGINAL

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

November 1, 1921.

J. C. Epping, Esq., Treas.,
D. W. Griffith Incorporated,
Longacre Building,
42nd Street & Broadway,
New York City.

Dear Sir:

We beg to acknowledge receipt of your check drawn to our order for $10,000. to be applied on account of "The Two Orphans" loan.

Very truly yours,

Assistant Secretary.

WHS:DR
BANKING

JAN 1922 No. 74 EXAMINED COUNTANTS

W. P. B.

REED SMOOT, UTAH,
CHAIRMAN.

United States Senate,

COMMITTEE ON
PUBLIC LANDS AND SURVEYS.

November 1, 1921.

Mr. D. W. Griffith,
Mamaroneck,
New York.

Dear Sir:

Your letter of October 27, 1921, relative to present-day taxation, has been received, and I thank you for the same.

In order that you may know my stand on revenue legislation, I am taking the liberty of inclosing a copy of a speech delivered by me in the Senate on October 11, last, in which speech I call to the attention of that body some of the points you make in your letter.

With best wishes, I remain

Yours truly,

Reed Smoot

LARKIN, RATHBONE & PERRY

CABLE ADDRESS "LAWYERLY NEW YORK"

ALBERT RATHBONE.
ADRIAN H. LARKIN.
JOHN M PERRY.
ARTHUR H. VAN BRUNT.
HENRY V. POOR.
ALBERT STICKNEY.
HERSEY EGGINTON.
NICHOLAS KELLEY.
DONALD C. MUHLEMAN.

Central Union Trust Company Building
80 Broadway, New York

November 1, 1921.

Albert H.T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf: Re: Photoplays "TWO ORPHANS", "WAY DOWN EAST" AND "DREAM STREET".

Will you kindly inform me as to whether or not the negative of "The Two Orphans" has been deposited in the vauls which was leased by the Trust Company. I understand that this negative was to be completed and the prints obtained before the first of November, 1921. I would also like to be informed as to whether or not the negatives of "Way Down East" and "Dream Street" are in the vault.

Will you kindly also let me have the name of the distributor of "The Two Orphans".

Very truly yours,

DCM/MF

Misc Griffith

WILLIAM H. MOORE
PRINCIPAL

EDWARD M. BRACKEN

MOORE DETECTIVE BUREAU
CIVIL AND CRIMINAL INVESTIGATIONS
150 BROADWAY-SUITE 83
NEW YORK

TELEPHONE CORTLAND 4682

LICENSED AND BONDED
BY THE STATE OF NEW YORK

INDUSTRIAL DEPARTMENT
GUARDS FOR
SHIPS AND CARGOES

Nov. 2nd 21.

My dear Baughof.

Unable to see Mr Gray until this a.m. he being busy out of his office, explained everything to him also dictating report of what had been done by my assistants and myself for future reference &c.

You will please find inclosed a bill for services rendered.

Yours Sincerely
Wm H Moore

To
Mr Albert H. T. Baughof
130. W. 42 St
New.

Mamaroneck, N. Y.
November 2, 1921.

Mr. Henry Ford,
The Dearborn Publishing Co.,
Dearborn, Mich.

Dear Sir:--

In your new series of articles on the motion picture industry you are kind enough to say some very complimentary things about myself. I thank you most sincerely.

Of course as we all know an enormous amount of money has been made by many in the picture business but I am willing to state with absolute candor that I have not been among the lucky ones in this respect.

In your article you hint that part of the success of the pictures is due to my early efforts. I can state for your information that in some way or other the people in control of finances have so managed to see that I get such a very small part of the profits that in recent years I have been sore put to it to get enough financial backing to keep going. However, I am not complaining as I suppose I can only blame myself for lack of business ability and foresight.

I have persistently tried to keep out of entanglements that might occur when at various times I have been approached as to an amalgamation with these bigger financial interests, principally because I wish to be independent of these various controlling powers. It is my firm and sincere belief that it is most necessary to keep the screen free from the control of any one big financial power. I may state that this is a fear that has for a long time been growing deeper in our hearts.

We believe that the motion picture at its best gives entertainment and diversion to the millions of the earth, bringing all the world to the doors of the isolated poor people in whatever little community they happen to live. I often think of how much it would have meant to me when I was a poor boy if I might have seen all the wonders of the world brought to my very door as is possible through the moving picture.

Of course the motion picture is not only an amusement and an entertainment, but also it has tremendous possibilities as an educational power. I believe if proper effort was made it could be used to do the greatest and most important work in the world; as good, if not better, than any other medium for bringing about better understanding among the nations by showing that after all, all nations and all people belong to one common brotherhood and that the legal murder we call War would be impossible if the nations understood each other to be after all only brothers of the same great family. I believe it could bring nearer that greatest dream of humanity -- a time when wars shall be no more and everlasting peace shall be upon the world.

Yours most respectfully,

DWG-W

NEW YORK EVENING JOURNAL
Office of A. BRISBANE

November 2nd, 1921.

D.W.Griffith, Esq.,
The Griffith Studio,
Mamaroneck, N.Y.

My dear Mr. Griffith:

If the page announcement of which I sent you a proof seems to you useful, don't you think it would be well to have the Detroit people use it in the other Detroit papers ? I of course have no interest in that, on the contrary it is better for my own paper to have the exclusive publication of a page of this kind. But what I should like would be to have it as useful as possible to the production in Detroit, and it would be worth while also I think to make an experiment as to the extent to which a page of this kind can be made to draw. I do not think there is much doubt that it would pay for itself in the Detroit News in two days or less.

Yours very sincerely,

A Brisbane

P.S. I repeat that this is merely a suggestion based on the welfare of the picture. I have no interest whatever in the matter beyond my own paper.

If the other papers wanted the page, that is to say, if the theatre wanted to publish it in other papers, the Detroit Times of course would supply them with mats or the metals.

A.B.

Floyd

BOIES PENROSE, PA., CHAIRMAN.
PORTER J. MCCUMBER, N. DAK.
REED SMOOT, UTAH.
ROBERT M. LA FOLLETTE, WIS.
WILLIAM P. DILLINGHAM, VT.
GEORGE P. MCLEAN, CONN.
CHARLES CURTIS, KANS.
JAMES E. WATSON, IND.
WILLIAM M. CALDER, N. Y.
HOWARD SUTHERLAND, W. VA.
FURNIFOLD MCL. SIMMONS, N. C.
JOHN SHARP WILLIAMS, MISS.
ANDRIEUS A. JONES, N. MEX.
PETER G. GERRY, R. I.
JAMES A. REED, MO.
DAVID I. WALSH, MASS.
LEIGHTON C. TAYLOR, CLERK.

United States Senate,

COMMITTEE ON FINANCE.

November 2,1921

Mr. D. W. Griffith,
Mamaroneck, N. Y.

Dear Sir:

I have your letter of October 23rd expressing your views relative to the internal revenue revision.

I have directed that your communication be placed in the suspense file for the careful attention of the Committee on Finance in connection with the Revenue Bill H. R. 8245.

Yours truly,

Boies Penrose

W

Office of the Secretary
130 West 42nd Street,
New York City.

November 2nd 1921.

Mr. D. C. Muhleman,
80 Broadway,
New York City.

Dear Mr. Muhleman:

Replying to your favor of the 25th ult. regarding the booking of "The Two Orphans" I beg to advise that this picture will undoubtedly be released as a regular road show, following the same method which we adopted for the first year in showing "Way Down East" in which event all bookings will be made directly by the Griffith Company and all receipts will be received by the Company and payments will be made to the Bank the same as was done in "Way Down East" and as is called for by the Contract arrangements.

The United Artists is now distributing "Way Down East" but the understanding is that we are to collect this money as Trustees for the Bank and pay the same over as per the terms of the aforesaid written agreement, which is the same procedure we followed in accounting to the Bank on our original "Way Down East" loan.

Very truly yours,

D.W.Griffith Incorporated

Secretary

AHTB:MD

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS
OF
UNITED ARTISTS CORPORATION
Held November 2nd, 1921.

na
135A

A special meeting of the Board of Directors of the United Artists Corporation was held at the office of the corporation on the 2nd day of November, 1921 at 4 P.M., pursuant to the provisions of the by-laws relative to the calling and holding of a special meeting.

PRESENT: HIRAM ABRAMS
ALBERT H.T. BANZHAF
NATHAN BURKAN
DENNIS F. O'BRIEN

Constituting a majority of the Board.

Mr. Max Prager was in attendance.

Mr. Abrams acted as Chairman of the meeting, and Mr. Banzhaf as Secretary.

A report was made upon the motion picture "IRON TRAIL".

Mr. Abrams stated to the Board that he desired to borrow the sum of $10,000 evidenced by his demand note to the corporation, same to be secured by percentages he is entitled to on contracts he has procured and will procure for which he has not been paid.

A resolution was made, seconded and unanimously adopted, that the Treasurer of the corporation loan to Mr. Abrams the aforesaid sum of $10,000 and deduct from his moneys to become due to him said loan.

Mr. Abrams made a report concerning the organization of the French corporation, to wit, Les Artistes Associes, Ste. Ame., and stated that the artists desired to own the stock of the corporation and requested the United Artists Corporation to pay to Mr. O'Brien, or in the manner he may direct, moneys required to pay for the subscriptions of the aforesaid artists and they, in turn, to reimburse the United Artists Corporation for such advances, and the

United Artists Corporation is authorized to deduct same from any moneys due or to become due each of said artists and request each artist for his subscription for said stock.

A letter from Mr. Guedella pertaining to the affairs of the Allied Artists Corporation, Ltd., was read and discussed, and a suggestion was made to Mr. Abrams to consider all of the points set forth in that letter with Mr. Guedella and Berman when he visited England, and report concerning same upon his return.

A motion was duly made, seconded and unanimously adopted that Mr. Abrams be authorized to employ two men to open up the Mexican territory and pay their expenses and transportation to Mexico and their living expenses in Mexico City for one month, and to determine the salary to be paid them for their services. Mr. O'Brien was authorized to prepare the necessary power of attorney for these gentlemen to act in Mexico.

Mr. Abrams reported that he had selected three men to go to Australia and they are prepared to market all the pictures that are marketed by the United Artists Corporation in the United States and Canada, in the Australasian territory.

Mr. O'Brien advised that a separate corporation be organized in Australia, and that contracts be entered into with the owners of the various pictures, and that the United Artists Corporation should receive a percentage for its services in procuring contracts for pictures for the Australian corporation and keeping accounts of the Australian business and all other details incidental to the same, as the producer of the motion picture in the United States would insist upon the foreign corporation having an office in New York City with which he might deal and be thoroughly acquainted with all matters pertaining to his business.

Mr. Abrams and Mr. O'Brien were empowered to proceed with the organization of the Australian corporation and the selection of its officers and employment of the men who are to represent it, and about its finances.

Mr. Prager, as Treasurer, made a financial report of the corporation showing that the corporation had a surplus from its earnings; whereupon, a motion was made, seconded and unanimously adopted that the 8% dividend on the preferred stock of the corporation, which is due the stockholders for the first year, be paid directly.

Mr. Abrams and Mr. O'Brien presented to the meeting the details concerning the proposal made by George Adams Woods of 10 State Street, Boston, Mass., for the erection and operation of a theatre on Washington Street, Boston. Mr. Abrams and Mr. O'Brien were designated as a committee to negotiate for same and report the results of their negotiations at the next meeting.

Mr. O'Brien stated he would prepare to go to Boston and make an examination of the property and see the principals within the next ten days, and he was directed to do so.

Mr. Abrams and Mr. O'Brien were directed to negotiate with the various artists for the purpose of extending the territory in which the United Artists Corporation or its affiliated corporations may distribute the pictures of the members of the United Artists Corporation.

No further business coming before the meeting, the meeting adjourned.

_____
Secretary

LARKIN, RATHBONE & PERRY

CABLE ADDRESS "LAWYERLY NEW YORK"

ALBERT RATHBONE.
ADRIAN H. LARKIN.
JOHN M PERRY.
ARTHUR H. VAN BRUNT.
HENRY V. POOR.
ALBERT STICKNEY.
HERSEY EGGINTON.
NICHOLAS KELLEY.
DONALD C. MUHLEMAN.

Central Union Trust Company Building
80 Broadway, New York

November 3, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:

I have your letter of the 2nd inst. in regard to "The Two Orphans", and contents noted.

Is the negative of "The Two Orphans" completed, the prints made, and the negative deposited in the vault which has been leased to the Trust Company?

Very truly yours,

DCM/MF

WILLIAM M. CALDER, N. Y., CHAIRMAN.
JOSEPH I. FRANCE, MD.
MEDILL McCORMICK, ILL.
ANDRIEUS A. JONES, N. MEX.
KENNETH McKELLAR, TENN.
CHAS. W. HALL, JR.
CLERK.

United States Senate,

COMMITTEE TO
AUDIT AND CONTROL THE CONTINGENT EXPENSES
OF THE SENATE.

November 3, 1921.

Mr. D. W. Griffith,
Mamaroneck,
New York.

My dear Mr. Griffith:

I have your very interesting letter on the question of taxation.

We must have revenue to run the government, and the problem confronting us is a difficult one.

Recently when the subject of surtaxes was before the Senate, I endeavored to have it reduced to 32%, but the majority voted in favor of 50%. The Democrats wanted 65%, so I believe when it is finally decided upon in conference, the compromise will be 40%.

Very truly yours,

William M Calder

certified copy

1047

The undersigned, Doctor Leon Meunier and Madame Marthe Genevieve Felicie Piestre, widow of Mr. Nephtali Napoleon Mayrargues, acting as executors of the wills of Messrs D'Ennery and Cormon, authors of the play "LES DEUX ORPHELINES," hereby declare that they accept and approve the transfer of the motion picture rights to said play made by Mr. Paul Boris to Fox Film Corporation, New York, United States of America, up to June 4, 1931, with privilege of renewal by an annual payment according to our contract with Mr. Paul Boris, dated June 4, 1921.

Paris, November 4, 1921.

Signed:

D. LEON MEUNIER

GENEVIEVE PIESTRE CORMON
Ve NEPHTALI MAYRARGUES

Executor of the will of Mr. D'Ennery

and

Executor of the will of Mr. Cormon

We certify the signatures of Dr. Leon Meunier and Madame Marthe Genevieve Felicie Piestre, widow of Mr. Nephtali Mayrargues, executors of the wills of Messrs. D'Ennery and Cormon.

Directors of the Societe des Auteurs
et Compositeurs Dramatiques,
12 Rue Henner, Paris.

Signed:

BLOCH

MARCEL BALLOT

Seal.

I hereby certify that the above is an exact copy of original statement of approval of the sale of the motion picture rights to THE TWO ORPHANS by Paul Boris to Fox Film Corporation by Doctor Leon Meunier and Madame Marthe Genevieve Felicie Piestre, widow of Mr. Nephtali Napoleon Mayrargues.

The original document is in my possession and you may have access thereto at any time.

Paul E Roger

Office of the Secretary
130 West 42nd Street,
New York City.

November 4th 1921.

Mr. D. C. Muhleman,
80 Broadway,
New York City.

Dear Mr. Muhleman:

Replying to your favor of the 3rd inst. I beg to advise that the negative of "THE TWO ORPHANS" is not as yet completed and will not be until approximately the middle of December. However, you can rest assured that the extra negative strips, which are not now being used for the purpose of cutting and assembling the picture, are placed in the vault which the Trust Company has leased from the D. W.Griffith, Incorporated.

The Corporation willhave at least two and possibly three negatives of this picture when the same is finally completed.

Very truly yours,

D.W.GRIFFITH INCORPORATED

Secretary

AHTB:MD

November 4th 1921.

Mr. J. C. Epping,
c/o D.W.Griffith, Inc.
1476 Broadway,
New York City.

Dear Mr. Epping:

Enclosed please find copy of letter which I have written to Mr. Muhleman. If we have not already done so I believe we ought to carry out this scheme of depositing the extra negative in the vault belonging to the Central Union Trust Company as outlined.

Very truly yours,

AHTB:MD

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

Allied Art

IN-RE

November 4th, 1921.

Mr. Albert H.T. Banzhaf
130 West 42nd Street
New York City

My dear Burt:-

Enclosed please find copy of communication received from Mr. Guedalla in re Allied Artists Corp.

Very truly yours,

DFO'B:MM

2 Orphans
CN I agree.

LARKIN, RATHBONE & PERRY

CABLE ADDRESS "LAWYERLY NEW YORK"

ALBERT RATHBONE.
ADRIAN H. LARKIN.
JOHN M. PERRY.
ARTHUR H. VAN BRUNT.
HENRY V. POOR.
ALBERT STICKNEY.
HERSEY EGGINTON.
NICHOLAS KELLEY.
DONALD C. MUHLEMAN.

Central Union Trust Company Building
80 Broadway, New York

November 5, 1921.

Albert H.T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf: Re: "THE TWO ORPHANS."

I have your letter of the 4th inst. for which please accept my thanks.

Very truly yours,

D.C. Muhleman

DCM/MF

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D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

November 5th 1921.

Report of Laboratory work done during week.

	Tests	Releases	Samples	Negatives
Way Down East		363		
Mother & The Law		7775		
Fall Of Babylon		4423		
Samples U-3			13739	13699
Samples C-13			224	
		12561	13963	13699

Positive stock used

Eastman	14326
Belgian	1350
Agfa	10848
	26524

Negative stock used

Eastman 13699

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH, INC.
PRESENTS
WAY DOWN EAST

GENERAL OFFICES 303 LONGACRE BLDG. NEW YORK
TELEPHONE · · · BRYANT · 6761 · 6762 · 9486
A L GREY · · · · GENERAL MANAGER

Nov. 7th, 1921.

Mr. A. H. T. Banzhaf,
Bush Terminal Bldg.,
New York.

Dear Mr. Banzhaf:-

Herewith please find letter which explains itself and which I presume is the "bunk."

Very truly yours,
A. L. Grey
per W.

ALG/W

THE A. BO-KOU INTERNATIONAL PICTURE COMPANY

—INCORPORATED—

Capital $1,000,000

MAIN OFFICE NEW YORK
ROMAX BUILDING
245 WEST 47TH STREET
NEW YORK CITY

CABLE ADDRESS
FAVART, NEW YORK

EUROPEAN OFFICE
56 RUE NOTRE DAME
DE LORETTE
PARIS, FRANCE

TELEGR. ADDRESS
BOKOU, PARIS

OFFICERS

ADOLPH A. BO-KOU - PRESIDENT & FOUNDER
ARNOLD A. KLINE - VICE PRESIDENT
JOHN A. JACOBSEN - SECRETARY & TREAS.
RICHARD PITROT - DIRECTOR
MAX ROSE - DIRECTOR

November 7 1921.

Mr.D.W.Griffith,

1476 Broadway,

New York City.

My dear sir:

I take the liberty of posting you herewith five shares of the capital stock of the A.Bo-Kou Int.Picture corporation,full paid and non-assessible,as a token evidencing my desire to associate your well known name with my enteeprise.

I also enclose a copy of our prospectus which will explain our purpose.

Trusting that you will be pleased to accept this gift,

I am

Yours respectfully,

Adolph A. Bo-Kou

President.

The

A. BO-KOU

International Picture Company

Incorporated in Delaware

CAPITAL $1,000,000.

Consisting of

10,000 SHARES OF $100 EACH

Officers

ADOLPH A. BO-KOU	PRESIDENT
ARNOLD A. KLINE	VICE-PRESIDENT
JOHN A. JACOBSEN	SECRETARY & TREAS.
RICHARD PITROT	DIRECTOR
MAX ROSE	DIRECTOR

C O P Y

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

November 7, 1921.

J. C. Epping, Esq., Treasurer,
D. W. Griffith, Incorporated,
Longacre Building,
42 St. & Broadway,
New York City.

PRICE, WATERHOUSE & CO. EXAMINED MAR 1922 ACCOUNTS

Dear Sir:

We beg to advise you that we have this day received a check from the United Artists Corporation in the sum of $4,000. for the week ending November 5th, and also your check for $8,000. enclosed in your favor of November 5th. The checks are to be used as the final payment on your note dated May 11th, 1921, for $250,000.

We would thank you to send us your check for $2,787. to take up your note dated May 10th, 1921, drawn to our order for $2,500., also interest on your note dated May 11th, 1921, amounting to $287. as per memorandum enclosed herewith.

Very truly yours,

Assistant Secretary.

WHS:DR
BANKING

Encl.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH, INC.
PRESENTS
WAY DOWN EAST

GENERAL OFFICES 303 LONGACRE BLDG. NEW YORK
TELEPHONE · · · BRYANT · 6761 · 6762 · 9486
A. L. GREY · · · · GENERAL MANAGER

David W. Griffith

77

Nov. 7th, 1921.

Mr. A. H. T. Banzhaf,
Bush Terminal Bldg.,
New York.

Dear Mr. Banzhaf:-

Will you be good enough to draw up a contract with the Biograph Company for the outright purchase of "Judith of Bethulia" for the world's rights; sold to A. L. Grey for a term of ~~five~~ 6 years. I am trying, however, to get this for a longer terms. That, however, you can leave blank. Please get this up as soon as possible and oblige

Yours very truly,

Albert L. Grey

ALG/W

Bros.-
Bros for who

JUDITH

David W. Griffith

77

THIS AGREEMENT made in duplicate at the City of New York this day of November, Nineteen Hundred and Twenty-one, by and between ALBERT L. GREY, of 1476 Broadway, City, County and State of New York, party of the first part, hereinafter referred to as GREY; and THE BIOGRAPH COMPANY a corporation organized and existing under the laws of the State of , and having its principal office at 807 East 175th Street, City and State of New York, party of the second part, hereinafter referred to as the PRODUCER,

WITNESSETH THAT:

WHEREAS, Said PRODUCER represents for the purpose of inducing GREY to enter into this agreement and make the promises herein set forth and specified that it has produced and owns and exclusively controls a certain motion picture photoplay entitled "JUDITH OF BETHULIA" and the copyright thereon; that said photoplay was produced from and is based upon the plot and theme of a certain original story entitled "JUDITH OF BETHULIA"; directed by D. W. Griffith; that it, the said PRODUCER, has acquired and owns and exclusively controls the motion picture rights for the entire world in said photoplay and in the story from which the same was produced and the copyright thereon, and that said photoplay and the motion picture rights therein and in the story from which the same was produced are free from any claim, lien, encumberance, or derogation whatsoever, and that the PRODUCER possesses the right to make this contract in respect thereof;

NOW, THEREFORE, in consideration of the sum of One ($1) Dollar by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged,

and for and upon the mutual covenants, conditions, and agreements herein contained, the parties hereto mutually stipulate and agree as follows:

FIRST: The PRODUCER agrees to deliver to GREY the complete negative of said photoplay entitled "JUDITH OF BETHULIA" as and when ordered by Grey during the term of this agreement. Delivery of said negative or parts thereof shall be made to said Grey, pursuant to his orders, at 796 East 176th Street, Bronx, New York, N. Y.

SECOND: The PRODUCER hereby sells, grants and conveys to GREY the sole and exclusive right and license to lease, exhibit, exploit, distribute, traffic in and otherwise dispose of positive prints of said photoplay throughout the entire world, and each and every part thereof and for the exhibition of said photoplay and any duplicate or reproduction thereof, and to give and grant licenses for any of said purposes throughout the entire world for a period of six (6) years from the date of this agreement. The PRODUCER agrees to make, execute, and deliver to GREY such further instrument or instruments in writing as may be or become necessary to effect and insure to GREY the sole and exclusive right and license granted to GREY hereunder.

The PRODUCER warrants that the negative of said photoplay to be delivered to GREY hereunder is the only negative of said photoplay it has made, and the PRODUCER hereby gives, grants and conveys to GREY the sole and exclusive right and license to manufacture or cause to be manufactured in any part of the world positive prints of the negative of

said photoplay, or of any duplicate or reproduction of said negative or of said photoplay; provided, however, that in the event said GREY shall cause the said negative to be taken out of the United States, he shall insure same at his own cost in favor of the PRODUCER in a sum not exceeding Six thousand ($6,000) dollars for such length of time as said negative may be outside of the United States.

THIRD: The said GREY shall pay to the PRODUCER for the rights hereby granted the sum of Six Thousand ($6,000.) Dollars, of which amount Three Thousand ($3,000.) Dollars has been paid by said GREY to said PRODUCER, the receipt whereof is hereby acknowledged by said PRODUCER, and the balance of Three Thousand ($3,000.) Dollars remaining said GREY agrees to pay five (5) weeks from the date of the execution of this agreement.

FOURTH: It is mutually agreed that GREY shall have the right to cut and edit said photoplay and rearrange or eliminate any of the sub-titles, if in the exercise of GREY's discretion such cutting, editing, changes, or rearrangements shall be necessary or advisable to enhance the commercial value of said photoplay in the United States of America or to adapt the same to the requirements of the foreign market. GREY shall have the righ to cause the titles in said photoplay to be translated in any language. GREY is hereby authorised to make any and all eliminations of scenes or titles that may be required by any censor board or any state or municipal authority having power to issue or withhold permits for the exhibition of said photoplay. Changes required by any censor board or any state or municipal authority as aforesaid which shall necessitate the mak-

ing of additional titles shall be made by GREY at his own expense.

GREY further agrees to keep and save for the PRODUCER any and all portions or strips of the negative of said photoplay which may be cut or eliminated therefrom, and to deliver same to the PRODUCER at the termination of this agreement, together with any and all title negatives which he may have made for said photoplay throughout the term of this contract, except such as may be unavoidably lost or destroyed.

It is further agreed that nothing herein contained shall be construed that the PRODUCER shall be liable for any expense incurred by said GREY.

FIFTH: The negative of said photoplay shall be and remain the property of the PRODUCER. GREY shall, however, be entitled to the custody and possession and use of said negative for the purposes of this contract for a period of six (6) years from the date of this agreement, and at the expiration ofsaid term of six (6) years, subject to wear, tear, loss, or destruction of the same, said negative shall be surrendered by GREY to the PRODUCER.

All positive prints of said photoplay manufactured or caused to be manufactured by GREY shall be and remain the absolute property of GREY; provided, however, that at the expiration of said period of six (6) years all positive prints of said photoplay then in existence, if any there be, shall be scrapped and rendered totally unfit for further projection purposes.

SIXTH: GREY shall be under no obligation, liability or duty, while custodian, bailee or holder of the negative of said photoplay for loss, damage or destruc-

tion of said negative by fire, theft, or other cause, nor shall GREY be under any obligation, liability or duty to provide any policies of insurance against any risk of loss, damage or destruction of said negative, except as hereinabove specifically provided. GREY agrees, however, to use his best edneavor to perfect insurance of the negative of said photoplay in the PRODUCER'S name against loss by fire when and for such amountas the PRODUCER may request by notice in writing in such insurance companies doing busi ess in New York as GREY may select. Such insurance shall be at the PRODUCER'S expense and all premiums on such policies of insurance shall be paid by the PRODUCER to GREY within thirty (30) days after the date upon which such policies shall be written; provided, however, nothing herein contained shall prevent the PRODUCER from procuring policies of insurance in its own name.

SEVENTH: The PRODUCER agrees to indemnify and save GREY harmless from any claim, demand, cause of action, suit, judgment or expense arising from or growing out of the exercise by GREY to the fullest degree of the rights and privileges granted to and acquired by GREY Hereunder. The PRODUCER warrants the originality with the author of the story from which said photoplay was produced and the author's literary property in the same and agrees to defend at its own expense any claim or legal proceeding of any character in which the originality of said story or the literary property therein or the motion picture rights therein or the copyright therein or the copyright or motion picture rights in the said photoplay are attacked or brought into question or in which it is claimed or alleged that said photoplay or said story or the plot or theme there-

of infringes upon the copyright, literary, dramatic or other rights of any person, firm or corporation. The PRODUCER agrees that GREY shall have the right to participate in the defense of any such claim, suit or legal proceeding and to be represented therein by counsel of his own selection.

EIGHTH: Nothing in this agreement contained shall be held to constitute the parties hereto as partners nor authorize either of said parties to contract any debt, liability or obligation for or against or on behalf of the other party to this agreement.

NINTH: This agreement is binding upon the parties hereto, their successors and legal representatives.

IN WITNESS WHEREOF, GREY has hereunto set his hand and seal, and said PRODUCER has caused its to hereunto subscribe his name and has caused its corporate seal to be hereto affixed, duly attested by the signature of its Secretary, all on the day and year first above written.

WITNESS: _____ (L.S.)

_____

Attest: THE BIOGRAPH COMPANY

_____ By _____
Secretary

Griffith Misc

November 9th 1921.

Mr. Adolph A. Bo-Kou,
245 West 47th Street,
New York City.

Dear Sir:

Your favor of the 7th inst. addressed to Mr. D. W. Griffith enclosing Certificate #69 for 5 shares of the A. Bo-Kou International Picture Company, Inc. made out in the name of David Wark Griffith, has been handed to me forreply. In this connection I beg to advise that Mr. Griffith cannot accept the certificate so tendered to him and I therefore re-enclose the same with the request that you kindly cancel at once Mr. Griffith's name as a stockholder of your Company.

We must also advise that we cannot permit you to use the name of Mr. Griffith in connection with your Company in any manner.

Very truly yours,

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

2-20 11-4-336

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

140 Broadway
New York, November 9, 1921.

D. W. Griffith, Inc.

(Continued)

Please be advised that we have passed the following entries to your L O A N account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	10/22/21	~~$92.56~~	Payment on account - Check on Dominion Bank of Canada for $101.50, sold at 9% discount, representing proceeds of photoplay "Love Flower",
	10/26/21	~~2500.00~~	Payment on account - Proceeds "Love Flower" week end 10/24/21
	11/ 1/21	~~1194.00~~	Payment on account - " " " " " 10/28/21
	10/29/21	~~22.40~~	Payment on Account - Check Dominion Bank of Canada for $24.50 sold at 8½% discount.
	11/ 2/21	~~2500.00~~	Payment on account - Proceeds "Love Flower".
	11/ 5/21	77.28	Payment on account - Check Dominion Bank of Canada for $84.00, sold at 8% discount.
	11/ 7/21	1263.45	Payment on account - Checks $1204. and $23.45, proceeds of "Love Flower", week ending October 25, 1921. Received from United Artists Corporation.
	Balance after the application of the above items is - $67,361.88.		

Yours very truly,

Guaranty Trust Company of New York
Industrial ~~FOREIGN~~ DEPARTMENT

ORIGINAL

2-20 11-4-336

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

140 Broadway

New York, November 9, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Marmaroneck, N. Y.

Please be advised that we have passed the following entries to your LOAN account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	11/10/21	$2500.00	Payment on Account - Proceeds of "Love Flower" as per your letter of November 7th. The balance after the application of this amount on your total liability to us is $64,861.88. 54.56 Less Interest charge & direct in error. $64807.32 OK with our report.

EXAMINED JAN 1922 PRICE WATERHOUSE & CO. ACCOUNTANTS

Yours very truly,

Guaranty Trust Company of New York
Industrial ~~FOREIGN~~ DEPARTMENT

ORIGINAL

November 9th 1921.

Mr. Cesare Sodero, Musical Director,
% Academy of Music,
New York City.

Dear Sir:

We hereby agree to pay you for each original musical composition which we may accept from you for the purpose of using in connection with motion picture productions produced, owned and/or controlled by us, the sum of Twenty-five ($25.00) Dollars on the condition, however, that we are to have the right to use, print and publicly perform the same in connection with any or all photoplays produced, released or controlled by us. This is to include the right to print as many copies thereof in a musical score containing other music which we may use or select in conjunction with the exhibition of said pictures, which scores, however, are not to be re-sold but are to remain our property, we to have the right to distribute said scores in connection with the exhibition or exploitation of any of such photoplays.

Our right to such musical compositions so accepted by our Company is to continue during the life of said pictures.

If this agreement is satisfactory to you kindly sign the acceptance below.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____
Secretary.

I hereby accept and agree to the terms of the foregoing letter.

_____

AHTB/GD

#126c

November 10th, 1921

Re: Contract-Scandanavia
"Way Down East"

Overseas Film Trading Co.,
220 West 42nd Street,
New York City.

Gentlemen: Attention Mr. Mattsson

We are re-enclosing herewith radiogram addressed to Jordahl Kreutoll relative to the number of prints which your company is entitled to have at any one time under the terms of the above contract, and also relative to the cutting of the picture to seven reels when shown throughout the smaller towns in Scandanavia.

In reference thereto, beg to advise that it will be satisfactory to us to permit your company to have ten copies of such photoplay, but it will be impossible to give consent to the request that your company be permitted to cut this picture to seven reels, and the only concession we can make in this regard is that your company will be permitted to run the picture as now cut in this country for the picture houses, that is, approximately in twelve reels.

Very truly yours,

D. W. GRIFFITH, INCORPORATED

Secretary

AHTB:R

November 10, 1921

Mr. J. Pizzola,
25 West Park Avenue,
Clairton, Pa.

Dear Sir:

Our client, D. W. Griffith Service, advises us that they have received your letter of the 8th inst., wherein you state you will forward the print of "The Mother and the Law" only upon receipt of their check for $39.20.

We do not understand why you should hesitate in forwarding the print aforesaid by express C.O.D., as under this method the Express Company will collect the amount of $39.20 for you before delivering the film to our client. Furthermore, the only reason our client is allowing you $39.20 is to clean up this matter as quickly as possible without further delay, and under these circumstances we believe that since our clients are willing to play fair with you, you should treat them the same way and forward this print as requested immediately.

We, and our clients, do not feel disposed to let this matter run further, and if the complete print of "The Mother and the Law " now in your possession is not received by November 15th, we shall institute legal proceedings immediately to regain the same and such damages as may have been occasioned by your withholding the aforesaid print, which will only prove expensive and annoying to you.

Very truly yours,

R

REBEL RIDGE
OSSINING, NEW YORK

D.W.Griffith Esq.,
The Griffith Studios.

My dear Mr.Griffith:

This will be brought to you or sent to you by Miss Hannah Shelton the charming and gifted daughter of a very dear friend of mine. Miss Shelton has had considerable experience in moving-picture work and is anxious,naturally,to have the opportunity of acting under the direction of the man who has done more than any other to make moving-pictures worth while. She feels that a note of introduction from someone who knows you personally may secure for her a few minutes of your time and she has asked me to write a line or two vouching for her.

I shall deeply appreciate any favor you may be able to show her.

With a constantly increasing admiration for your genius as I see it reflected upon the screen and with my best wishes,

I am,

Sincerely yours,

Irvin S. Cobb

November 11,1920.

Miss N

Mr Griffith
wants you to write a letter to Mr Cobb
regretting she could
not use the lady and
expressing an appreciation

Yours truly
EC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mamaroneck, N. Y.
November 11, 1921.

Mr. Arthur Brisbane,
New York.

My dear Mr. Brisbane:--

Referring to your last letter concerning the page ad in Detroit. As I have said before we have sold the picture outright to these people and have nothing more to do with it than you. We had to dig down in the none-too-deep jeans ourselves for the ad we sent you.

I have sent you a loose, disjointed letter concerning taxation which has nothing to do with anything in particular, being only a few stray ideas I had to get off my chest thinking perhaps you, who really know something about these matters, might pick a thought out of it.

It strikes me that if they really wanted to tax the rich a greater tax on capital, particularly on property that is not working, would be the only practical means. But I suppose this idea would be too radical to be even considered. It seems to me that the sales tax would be much more just than the income tax as it exists today. However, I am not going to worry much about this one way or the other as I will doubtless never have enough money to be worried by taxation in any form.

We are coming to the finish of our new picture which being part of my little circle is of great importance to me though no one else and hope when it is finished you will be able to see it -- perhaps more than anything else for the reason it will give me a chance to have another of those talks with you I find so very profitable and enjoyable.

Most sincerely yours,

DWG-W

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

November 12th 1921.

Report of Laboratory work done during week.

	Tests	Releases	Samples	Negatives
Way Down East		57213		
The Love Flower		5955		
Mother & The Law		348		
Fall Of Babylon		2358		
Samples C-13			315	
Samples U-3			15687	17802
		65874	16002	17802

Positive stock used

Eastman	16002
Belgian	6660
Agfa	59214
	81876

Negative stock used

Eastman	17802

D.W. Griffith Service

"The Fall of Babylon"
"The Mother and The Law"
"Hearts of the World"

GENERAL OFFICES
303 LONGACRE BLDG., NEW YORK CITY
Phones, Bryant 6761-6762

Albert L. Grey
GENERAL MANAGER

November 14, 1921.

Mr. M. R. Fink,
Peacock Productions, Inc.,
Kansas City, Mo.

Dear Mr. Fink:

It is hereby agreed between the Wark Producing Corporation and the Peacock Productions, Inc. that Peacock Productions, Inc. is to handle "The Fall of Babylon" only, in the southern part of the State of Illinois in the territory bounded on the north and including the counties of Adams, Brown, Morgan, Sangamon, Christian, Shelby, Moultrie, Douglas and Edgar, with the exception of the towns of Springfield, Ill. and Decatur, Ill. on the same terms and under the same conditions as contained in contract with the Peacock Productions, Inc. for Kansas, Missouri and Arkansas, said contract being dated August 2, 1921.

Wark Producing Corporation.

Albert L. Grey
Gen'l Mgr.

Accepted

Peacock Productions, Inc.

by M R Fink
Pres.

2-20 11-4-336

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

140 Broadway

New York, November 14, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Marmaraneck, N. Y.

Please be advised that we have passed the following entries to your LOAN account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	11/15/21	$720.80	Check of the United Artists Corporation, voucher #7564. Payment due in accordance with settlement statement #1-G61 week ending October 22, 1921, photoplay "Love Flower".
	11/14/21	79.41	Check of the United Artists Corporation on the Dominion Bank of Canada for $87.50, discounted at 9¼%. This payment due in accordance with settlement statement #1-G57 week ending October 22, 1921 in Canada, from photoplay - "Love Flower", voucher #A-607.

J. Grindell

Yours very truly,

Guaranty Trust Company of New York
Industrial FOREIGN DEPARTMENT

ORIGINAL

HARRY CARR

Nov. 14-1921.

My dear Mr Griffith:

It was a real disappointment not to be able to be in at the finish of the great picture.

Conditions which Jack will tell you about have created a very peculiar proposition here and it seems impossible to get away.

If I can be of any service to you in connection with your ranch or with the new picture or if I can do anything else in the world for you, I will consider it a favor to be allowed to do it:

With best regards

Harry Carr.

The Allied Artists Corporation, Ltd.

86-88, Wardour Street,
London, W.1.

Directors
HIRAM ABRAMS. (American)
(Chairman)
ALBERT H.T. BANZHAF. "
NATHAN BURKAN. "
DENNIS F. O'BRIEN. "
CHARLOTTE SMITH. (British)
F.M. GUEDALLA. "
MAJOR W.J. KING, M.C. "

CABLE: ALLARTISCO, LONDON.
TELEGRAMS: ALLARTISCO, OX, LONDON.
TELEPHONE NOS: REGENT 1778 & 1779.

OFFICE OF THE
GENERAL MANAGER

November 15th, 1921.

Mr. A. L. Grey,
303 Longacre Building,
New York City, N.Y.U.S.A.

Dear Mr. Grey,

Enclosed please find box office statements for week ending November 12th.

Business is all shot to pieces this week. Up to and including last night (Monday) we are £92. behind last week, we have started tp protect and from the looks of things we will have to go all the way, to get the figure, this week.

Kindest regards.

Very truly yours,

J. A. Manning

Week Ending
11/12/21 London.

Wark
Fall Babylon

November 15th 1921.

Mrs. Lilian Hale Lineberger,
Chairman Fund Committee,
127 Bainbridge Street,
Brooklyn, New York.

Dear Mrs. Lineberger:

Replying to your favor regarding the possibility of obtaining a motion picture to be presented at the Academy of Music on January 27th next for the purpose of raising funds for the Associate Alumnae Adelphi AcademyI beg to advise that the only definite word I have thus far of a picture that I am able to procure and which I believe would be suitable for your purpose is that of the "Fall of Babylon", a picture produced by Mr. Griffith.

Of course the "Fall of Babylon" has been shown in Brooklyn but not for sometime. You may have seen this picture or may have seen it when it was part of the famous picture "Intolerance". The "Fall of Babylon" now consists of about eight (8) to nine (9) reels and deals only with the destruction of that city and in a very spectacular way. If this would be of interest to you I would be glad to hear from you further.

With best regards to Mrs. Bennett and with best wishes for the success of your campaign, I remain

Very truly yours,

AHTB:MD

127 Bainbridge St.,
Brooklyn, N. Y.

My dear Mr Baumhof,

It is at Mrs Clinton Brunetts suggestion that I am writing you to ask if it would be possible for you to obtain a motion picture for us to be presented at the Brooklyn Academy of Music, January 27, for the purpose of raising funds

for the Associate Alumnae
of the Adelphi Academy.

We would be very grateful if you would use your influence in our behalf.
May we hear from you before Monday, November 14.
as that is the date of our next meeting of the Fund Committee.

Very sincerely,
Lilian Hale Lurberger.
(Chairman Fund Comm.)

C. S.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

November 15, 1921.

J. C. Epping, Esq., Treasurer,
D. W. Griffith Incorporated,
Longacre Building,
42nd Street & Broadway,
New York City.

Dear Sir:

We are in receipt of your favor of November 14th enclosing your check drawn to our order for $15,000. to be applied upon account of "The Two Orphans" loan. After making the above payment there remains a balance of $315,000.

Very truly yours,

Assistant Secretary.

WHS:DR
BANKING

Form 1-IT. 7-28-21-75,000 (26-553A)

NOTICE OF ASSESSMENT AND RECEIPT

STATE TAX DEPARTMENT, ALBANY, N. Y.

REFER TO

Date 11/15/21 File No. A 176435

Notice is hereby given that there has been assessed against you the amount set opposite as a franchise tax, under Art. 9-A of the tax law. It is due and payable on or before JANUARY 1, 1922. (OVER)

CERTIFIED CHECKS should be made payable to and forwarded to STATE TAX COMMISSION, Albany, N. Y., with this form.

David W Griffith Corporation
130 West 42nd St
New York City

STATE FRANCHISE TAX ON BUSINESS CORPORATIONS

For period ending October 31, 1922

TAXES, PENALTIES, ETC.

Tax based on income at 4½% $	
One mill on cap. stk.	
Minimum tax	10.00
Penalty	
Interest	
Total due	

Received payment,

STATE TAX DEPT

By A. C. CALHOUN
Assistant Deputy Commissioner

This notice must be returned at the time payment is tendered, as when properly signed it becomes a receipt for taxes.
(Postage Stamps Not Accepted) (OVER)

2-20 11-4-336

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE Fifth Avenue and 44th Street
MADISON AVENUE OFFICE Madison Avenue and 60th Street
GRAND STREET OFFICE 268 Grand Street

140 Broadway
New York, November 15, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Marmaroneck, N. Y.

Please be advised that we have passed the following entries to your LOAN account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	11/16/21	$2500.00	Your check #2957 enclosed in your letter of November 14.

315,000.—
238,392.89
$76,607.11
Remit cash 13,000.00
$63,607.11

US. 223,974.39
Cans. 13,050.25
Cuba. 1,465.25
238,392.89

Yours very truly,

Guaranty Trust Company of New York
Industrial FOREIGN DEPARTMENT

ORIGINAL

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

21NY FV 35 NL

HD LOS ANGELES CALIF NOV 16 1921

D W GRIFFITH

MAMARONECK NY

WAS EXPECTING TO GO EAST THIS FALL BUT ILLNESS OF MRS WOODS PREVENTS STOP WILL PROBABLY GO IN LATE WINTER OR EARLY SPRING STOP HEARD YOU WERE COMING OUT HERE STOP WHY NOT BEST REGARDS

FRANK E WOODS

824A

NOV 17 1921

TELEPHONE No. 1190
TELEPHONED TO 7mk
TIME 9a
BY 2R TO BE 11/17/21

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
BUSH TERMINAL BUILDING
130 WEST 42ND STREET
NEW YORK

TELEPHONE
BRYANT 2657
CABLE ADDRESS
"PEMBAN"

November 16, 1921

Mr. D. W. Griffith,

Mamaroneck, N. Y.

Dear Mr. Griffith:

I wish to advise that I have in my safe certificate #4 issued in your name for 50 shares of the capital stock of A-G-S THEATRES, INC. I am keeping this certificate subject to your further desires.

Very truly yours,

Albert H. T. Banzhaf

R

Nov 16, 1921.

Jack's Express,
138 West 46th St.,
New York, N. Y.

Gentlemen:

We wrote you under date of Oct. 28th in regard to check for two reel of "Hearts of the World". Will you kindly refer to our letter and let us have this check by return mail. Unless we hear from you within a week we will be compelled to advise our attorney to proceed further in the matter.

Very truly yours,

D. W. Griffith Service.

CC

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

November 19th 1921.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives
Way Down East		5591		
The Love Flower		50816		
Broken Blossoms		29533		
Fall Of Babylon		6090		
Picture C-13			359	
Picture U-3			12648	9787
		92030	13007	9787

Positive stock used

Eastman	28271
Belgian	31151
Agfa	45615
	105037

Negative stock used

Eastman	9787

Please copy this letter on N.Y. letterhead to Otto Kahn 52-Wall St.

Mamaroneck, N. Y.
November 19, 1921.

Honorable Henry E. Barbour,
United States Representative,
House Office Building,
Washington, D. C.

Dear Sir:--

In our consideration of taxation I believe we overlook a most important point. The income tax is supposed to bear heavily upon the rich, in fact it does not. In income tax as put in effect is creating the greatest autocracy of wealth ever known in the world. The young soldiers returning from abroad find all doors closed to them by the income tax. It makes false our boast of equal opportunities to all. The young inventor, the young man in business, the creators of all kinds of today will find it impossible to reach heights that have already been obtained by the prosperous men who made their fortunes in the past.

Owing to the enormous taxation, no man is able to create honestly and keep going a business upon his profits. The taxation eats up his profits to such an extent that he is in the past, with the result that the struggling young man of today becomes a worker for the fortunes already established when there was no income tax, thus shutting the doors of opportunity. Consider this matter and you will see the justice of this argument.

How much more just would be a tax on established riches and upon great capital. Of course the inheritance tax is just. Perhaps the sales tax would be more just than the present income tax. The income tax makes impossible great success for the young American of today and as it does not touch already established capital, entrenches forever and eternally an aristocracy of money that must grow and grow into such an autocracy as has never been known in the history of the world. It would mean the centering of the control of banking interests in a few hands. As the Press and all forms of expression must go to Capital to continue their business it may mean eventually the control of all political systems which exist through their power and influence upon the people's mind as to how they shall

vote and an absolute control of our country through the power of money.

Business concerns, big and small, struggle on with the burden of the income tax and are already being gobbled up by the banks. It is easy to figure that eventually the big banking interests will control the greater part of our industries.

Believe me, most sincerely yours,

DWG-W

2-20

11-4-336

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

140 Broadway

New York, November 21, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Marmaroneck, N. Y.

Please be advised that we have passed the following entries to your L O A N account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	11/22/21	$780.00	Check of the United Artists Corporation, payment due in accordance with settlement of statement # 1-G-62, week ending 10/29/21, photoplay "Love Flower".
	11/21/21	76.23	Check of the United Artists Corporation on Dominion Bank of Canada, Toronto. $84. discounted at 9¼%, settlement of statement #1-G-58, week ending 10/29/21, photoplay - "Love Flower".

PRICE WATERHOUSE & CO. EXAMINED JAN 1922 No. 74 ACCOUNTANTS

Yours very truly,

Guaranty Trust Company of New York
Industrial ~~FOREIGN~~ DEPARTMENT

ORIGINAL

X

New York Nov. 22, 1921.

Mr. D. W. Griffith,
D. W. Griffith Enterprises,
1476 Broadway,
New York City.

Dear Mr. Griffith:

Matters of extreme and vital importance affecting your business indicate the necessity of an immediate conference between company officers.

I have therefore arranged for a dinner-conference at Delmonico's on Friday evening, November 25th, at 7.30 P.M., and I believe, in all seriousness, that the situation which confronts you at this time warrants your presence upon this occasion.

Will you kindly favor me with an early acknowledgment of your acceptance.

Yours very truly,

Wm A Brady

WAB/N

THE PEOPLES BANKING COMPANY

H. P. SMITH, PRESIDENT.
IRA C. ALBERT, VICE PRESIDENT.
WALDO C. MOORE, TREASURER.
OZIAS FRITZ, ASS'T TREASURER.
E. VERNON MOORE, ASS'T TREASURER.

Lewisburg, Ohio, Nov. 22, 1921.

Dear Mr. Griffith:

Just a minute of your valuable time, please. I am forming a collection of bank checks for one cent only of noted Americans. Your name appears on the list. My collection of one cent checks is unique. I have checks from many American celebrities. I note only a few as follows: President Harding, Mrs. Harding, Vice-President Coolidge, Chief Justice Taft, Secretary Hughes, Judge Landis, Senator Lodge, Mr. Bryan, Secretary Herbert Hoover, Mr. Elihu Root, Senator Underwood, Mr. Thomas A. Edison, Mr. Hudson Maxim, Mr. James M. Cox, Mr. Luther Burbank, Mr. Samuel Gompers, George Haven Putnam, General Ballington Booth, Harold Mac Grath, Thornton W. Burgess, Governor Allen, William J. Burns, Homer Rodeheaver, John Philip Sousa, John Drew, John Wanamaker, Bishop William F. Anderson, Bishop Edwin H. Hughes, General Pershing, Dr. Newell Dwight Hillis, Congressman Fess, Senator Pomerene, Senator Willis, Admiral Sims, Senator Hiram Johnson, Harold Bell Wright, Irvin S. Cobb, Ida May Tarbell, Mr. W. G. McAdoo, Madame Petrova, Gene Stratton-Porter, Geraldine Farrar, Theodore Roosevelt.

The receipt of your personal one-cent bank check will be greatly appreciated. The same will be added to my collection. My collection, which has been attracting many visitors to the bank lobby, is carefully housed in specially designed exhibit cases.

I am sending you a due-the-bearer emergency currency which was in use during the scarcity of one-cent pieces in 1917. Kindly accept the same with my compliments.

Thanking you for your kindness, I am

Yours most sincerely,

Waldo C. Moore

P. S. Make check payable to Waldo C. Moore.

Mamaroneck, N. Y.
November 22, 1921.

Honorable Edwin Denby,
Secretary of the Navy,
Washington, D. C.

Dear Sir:--

The success of the Disarmament Conference indicates that shortly a portion of the navy will be scrapped. With the ten year recess in construction it is not probably the world will ever see so great a battle fleet again.

Does this not offer a most fortunate opportunity to use this discarded fleet before its destruction as a vivid dramatic force to arouse the people against war?

May I invite to your consideration a proposal that before this fleet is scrapped it be used for a few weeks in arranging a final spectacle for a motion picture drama, in which the activity of the fleet serves as a powerful climax in the drama that has for its theme the closer brotherhood of all mankind...also illustrating the futility and terrible uselessness of war.

In such a drama which is closer to our imagination and dreams than any other theme, we would employ all our resources of experience, information, labor and funds.

We believe that the motion picture is more powerful than any other medium of expression; that this battle fleet serving dramatically in the film would bring to the world a message of peace as vigorous and convincing as it has always brought the story of war.

We don't feel that this request is entirely selfish. I should be proud to do this work with as little personal reward as my obligations permit. Further I should be most willing to stipulate that a fair percentage of all profits should be devoted to any cause which you, Mr. Secretary, and your advisors may indicate.

Assurring you of my deep sincerity and most eager earnestness in this matter, I am

Most sincerely yours,

D.W.Griffith

Mamaroneck, N. Y.
November 22, 1921.

Mr. John Lloyd:--

My dear Mr. Lloyd:

You are so damn clever in writing such a beautiful letter, just let's stick a little of that clear, limpid English - those down-thrilling adjectives - that just-at-the-proper-moment placed period - in fact, all the subtle genius shown in this epistle, at work on the first subtitle in the second half of that obscure, unknown, but hopeful work entitled "THE TWO ORPHANTS".

Your ideals are wonderful, the dream is beautiful; you can send this letter on one condition -- that is that when we do the work, when I am forced to take these pounding, rolling, naseau-producing battleships, with my whiskers trailing in the sea, and I lashed to a dizzy mast -- that you leap off the first battleship as a target for the rest of the fleet.

If Ididn't have a deep and sincere appreciation for one of the best letters I have ever read I would not take the trouble to write you this.

Sincerely,

P. S. -- Epping says there is bad English in one sentence -- look and you shall find. Confidentially, scan the one about dividing the profits.

105A

THIS AGREEMENT made in duplicate at the City of New York this day of November, Nineteen Hundred and Twenty-one, by and between ALBERT L. GREY, of 1476 Broadway, City, County and State of New York, party of the first part, hereinafter referred to as GREY; and THE BIOGRAPH COMPANY a corporation organized and existing under the laws of the State of , and having its principal office at 807 East 175th Street, City and State of New York, party of the second part, hereinafter referred to as the PRODUCER,

WITNESSETH THAT:

WHEREAS, Said PRODUCER represents for the purpose of inducing GREY to enter into this agreement and make the promises herein set forth and specified that it has produced and owns and exclusively controls a certain motion picture photoplay entitled "JUDITH OF BETHULIA" and the copyright thereon; that said photoplay was produced from and is based upon the plot and theme of a certain original story entitled "JUDITH OF BETHULIA"; directed by D.W. Griffith; that it, the said PRODUCER, has acquired and owns and exclusively controls the motion picture rights for the entire world in said photoplay and in the story from which the same was produced and the copyright thereon, and that said phtoplay and the motion picture rights therein and in the story from which the same was produced are free from any claim,lien, encumberance, or derogation whatsoever, and that the PRODUCER possesses the right to make this contract in respect thereof;

NOW,THEREFORE, in consideration of the sum of One ($1.) Dollar by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged,

and for and upon the mutual covenants, conditions, and agreements herein contained, the parties hereto mutually stipulate and agree as follows:

First: The PRODUCER agrees to deliver to GREY the complete negative of said photoplay entitled "JUDITH OF BETHULIA" is and when ordered by Grey during the term of this agreement. Delivery of said negative or parts thereof shall be made to said Grey, pursuant to his orders at 796 East 176th Street, Bronx, New York, N.Y.

SECOND: The PRODUCER hereby sells, grants and conveys to GREY the sole and exclusive right and license to lease, exhibit, exploit, distribute, traffic in and otherwise dispose of positive prints of said photoplay throughout the entire world, and each and every part thereof and for the exhibition of said photoplay and any duplicate or reproduction thereof, and to give and grant licenses for any of said purposes throughout the entire world for a period of six (6) years from the date of this agreement The PRODUCER agrees to make, execute, and deliver to GREY such further instrument or instruments in writing as may be or become necessary to effect and insure to GREY the sole and exclusive right and license granted to GREY hereunder.

The PRODUCER warrants that the negative of said photoplay to be delivered to GREY hereunder is the only negative of said photoplay it has made, and the PRODUCER hereby gives, grants and conveys to GREY the sole and exclusive right and license to manufacture or cause to be manufactured in any part of the world positive prints of the negative of said photoplay, or of any duplicate

or reproduction of said negative or of said photoplay;provided however, that in the event said GREY shall cause the said negative to be taken out of the United States, he shall insure same at his own cost in favor of the PRODUCER in a sum not exceeding Six thousand($6,000) Dollars for such length of time as said negative may be outside of the United States.

THIRD: The said GREY shall pay to the PRODUCER for the rights hereby granted the sum of Six Thousand ($6,000.) Dollars, of which amount Three Thousand ($3,000.) Dollars has been paid by said GREY to said PRODUCER, the receipt whereof is hereby acknowledged by said PRODUCER, and the balance of Three Thousand ($3,000.) Dollars remaining said GREY agrees to pay five (5) weeks from the date of the execution of this agreement.

FOURTH: It is mutually agreed that GREY shall have the right to cut and edit said photoplay and rearrange or eliminate any of the sub-titles, if in the exercise of GREY'S discretion such cutting, editing, changes, or re-arrangements shall be necessary or advisable to enhance the commercial value of said photoplay in the United States of America or to adapt the same to the requirements of the foreign market. Grey shall have the right to cause the titles in said photoplay to be transalted in any language. GREY is hereby authorized to make any and all eliminations of scenes or titles that may be required by any censor board or any state or municipal authority having power to issue or withhold permits for the exhibition of said photoplay. Changes required by any censor board or any state or municipal authority as aforesaid which shall necessitate the making of additional titles shall be made by GREY at his own expense.

GREY further agrees to keep and save for the Producer any and all portions or strips of the negative of said photoplay which may be out or eliminated therefrom, and to deliver same to the PRODUCER at the termination of this agreement, together with any and all title negatives which he may have made for said photoplay throughout the term of this contract, except such as may be unavoidably lost or destroyed.

It is further agreed that nothing herein contained shall be construed that the PRODUCER shall be liable for any expense incurred by said GREY.

FIFTH: The negative of said photoplay shall be and remain the property of the PRODUCER. GREY shall, however, be entitled to the custody and possession and use of said negative for the purposes of this contract for a period of six (6) years fromthe date of this agreement, and at the expiration of said term of six (6) years, subject to wear, tear, loss, or destruction of the same, said negative shall be surrendered by GREY to the PRODUCER.

All positive prints of said photoplay manufactured or caused to be manufactured by GREY shall be and remain the absolute property of GREY; provided, however, that at the expiration ofsaid period of sixe (6) years all positive prints of said photoplay then in existence, ifany there be, shall be scrapped and rendered totally unfit for further projection purposes.

SIXTH: GREY shall be under no obligation, liability or duty, while custodian, bailee or holder of the negative of said photoplay for loss, damage or destruction of said negative by fire, theft, or other sause, nor

shall GREY be under any obligation, liability or duty to provide any policies of insurance against any risk of loss, damage or destruction of said negative, except as hereinabove specifically provided. GREY agrees, however to use his best endeavor to perfect insurance of the negative ofsaid photoplay in the PRODUCER'S name against loss by fire when and for such a mount as the PRODUCER may request by notice in writing in such insurance companies doing business in New York as GREY may select. Such insurance shall be at the PRODUCER'S expense and all premiums on such policies of insurance shall be paid by the PRODUCER to GREY within thirty (30) days after the date upon which such policies shall be written; provided, however, nothing herein contained shall prevent the BRODUCER from procuring policies of insurance in its own name.

SEVENTH: The PRODUCER agrees to indemnify and save GREY harmless from any claim, demand, cause of action, suit, judgement or expense arising from or growing out of the exercise by GREY to the fullest degree of the rig hts and privileges granted to and acquired by GREY hereunder. The PRODUCER warrants the originality with the author of the story from which said photoplay was produced and the author's literary property in the same and agrees to defend at its own expense any claim or legal proceeding of any character in which the originality of said story or the literary property therein or the motion picture rights therein or the copyright therein or the copyright ormotion picture rights in the said photoplay are attached or brought into question or in which it is claimed or alleged that said photoplay or said story or the plot or theme thereof infringes upon the copyright, literary, dramatic or other rights of any person, firm or corporation. The

PRODUCER agrees that GREY shall have thegright to participate in the defense of any such claim, suit or legal proceeding and to be represented therein by counsel of his own selection.

EIGHTH: Nothing in this agreement contained shall be held to constitute the parties hereto as partners nor authorize either of said parties to contract any debt, liability or obligation for or against or on behalf of the other party to this agreement.

NINTH: This agreement is binding upon the parties hereto, their successors and legal representatives.

IN WITNESS WHEREOF, GREY has hereunto set his hand and seal, and said PRODUCER has caused its to hereunto subscribe his name and has caused its corporate seal to be her to affixed, duly attested by the signature of its secretary, all on the day and year first above written.

WITNESS: ALBERT E. GREY (L.S.)

Frances Weil

Attest: THE BIOGRAPH COMPANY

W.H. Brunner BY H.W.MARVIN
Secretaty Vice-President

CITY, COUNTY AND)
) ss.:
STATE OF NEW YORK)

On this 22nd day of November, 1921, before me personally appeared ALBERT L. GREY, to me known and known to me to be the individual described in and who executed the foregoing Agreement, and he duly acknowledged to me that hexecuted the same.

Jones Sullivan
Notary Public.

STATE OF NEW YORK)
) ss.;
COUNTY OF NEW YORK)

On this 22nd day of November, 1921, before me personally aggpeared H.N Marvin, to me known who beingby me duly sworn, did depose and say that he resides inthe City of Rye, N.Y; that he is the Vice-President of THE BIOGRAPH COMPANY, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Delia Payson
Notary Public

12-20

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

11-4-938

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

Madison Avenue and 60th Street
MADISON AVENUE OFFICE

GRAND STREET OFFICE
268 Grand Street

140 Broadway

New York, November 23,1921.

Cash 17,500.00
U.S. 224,754.39
Cana 13,126.48
Cuba 1468.25
$256,849.12
Rec 11/26 = US. 759.18
Can. Int. 41.29
$257,649.59

B. W. Griffith,Inc.,
Orienta Point,
Mamaroneck,N.Y.

Please be advised that we have passed the following entries to your Loan account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	Nov.23	$2500.	Your check on the Central Union Trust Company in part liquidation of the Love Flower loan.

WATERHOUSE & CO. EXAMINED JAN 1922 No. 72 ACCOUNTANTS

File.
to revise actual Balance to date

Yours very truly,

Guaranty Trust Company of New York
Industrial ~~FOREIGN~~ DEPARTMENT

ORIGINAL

HEAD OFFICE
COPENHAGEN B (DENMARK)
VESTRE BOULEVARD 4
CABLE ADDRESS: FILMOVER

OFFICE AT
LONDON, W. I.
89-91 WARDOUR STREET
CABLE ADDRESS: SCANOFIL OX

REPRESENTATIVES AT
STOCKHOLM (SWEDEN)
CHRISTIANIA (NORWAY)
HELSINGFORS [FINLAND]
BERLIN [GERMANY]

OVERSEA FILM TRADING COMPANY,
INCORPORATED
[FORMERLY JOHN OLSEN & CO.]
220 WEST 42ND STREET
CANDLER BUILDING
ROOMS 601-602

TELEPHONES BRYANT {4180 / 4181
CABLE ADDRESS: SCANOFIL

EXHIBITORS
PROJECTION ROOM

E. MATTSSON
GEN. MGR.

#1260

NEW YORK CITY September 23, 1921

D. W. Griffith, Inc.,
Longacre Building,
New York City.

Attention of Mr. L. Grey.

Gentlemen:-

Referring to the contract for "WAY DOWN EAST" for Sweden, Norway and Denmark, please make the following alterations:

The contract to be made between the D. W. Griffith, Inc. and the Oversea Film Trading Company, Inc. of 4 Vestre Boulevard, Copenhagen, Denmark and 220 West 42 Street, New York City.

Clause four to be altered as the royalty of $14,300. has been paid in full upon signing of the contract. Delivery of the first print to be taken as soon as possible.

Clause Fourteen. If possible it ought to be changed so as to enable us to cut the picture to suit the Scandinavian market conditions.

Clause twenty-two. To be changed in accordance with the above alterations.

Clause twenty-three. Also to be altered in accordance with the above.

Yours very truly,

OVERSEA FILM TRADING COMPANY, INC.

By [signature]

EM-AN

November 23, 1921

Union Trust Company,

Clairton, Pa.

Gentlemen:

We are writing you in behalf of our client, D. W. Griffith Service, in reference to a complete print of the motion picture entitled "THE MOTHER AND THE LAW" which Mr. J. Pizzola, of 25 West Park Avenue, Clairton, Pa., rented from our clients some time ago, but which print he has not as yet returned.

Our client has agreed to make a refund of $39.20 to Mr. Pizzola upon return of the above mentioned print, and suggested that he send the print via express COD $39.20. However, he refuses to do so, and states he will send the print only upon first receiving check for $39.20. Our client, however, is reluctant to send check before receiving the print owing to unfortunate experiences had in similar cases where the film boxes were returned, but were found to be minus the film upon opening.

Will you kindly advise us whether you can take care of this matter for us if we forward you check to be delivered to Mr. Pizzola upon delivery by him to the American Railway Express Co., properly packed for shipment*addressed to D. W. Griffith Service, 1476 Broadway, New York, N. Y., of the seven (7) reels of film of the above mentioned picture?

Thanking you in advance for your courtesy and attention to this matter, we are

Very truly yours,

R

*in reel case originally sent to him containing the above print

D.W. Griffith Service

"The Fall of Babylon"
"The Mother and The Law"
"Hearts of the World"

GENERAL OFFICES
303 LONGACRE BLDG., NEW YORK CITY
Phones, Bryant 6761-6762

Albert L. Grey
GENERAL MANAGER

Nov. 23, 1921.

Mr. A. H. T. Banzhaf,
130 West 42nd St.,
New York, N. Y.

Dear Mr. Banzhaf;

Enclosed herewith you will find copies of letters recently sent to Jack's Express in connection with two lost reels of "Hearts of the World".

You will recall you advised me to send letter as per copy dated the 16th. The week has elapsed and we have had no reply. Will you kindly continue this matter at your convenience.

With best wishes,

Very truly yours,

D. W. Griffith Service.

CC

"Hearts of World
Legal"

November 25, 1921

Jack's Express,
138 West 46th Street,
New York City.

Gentlemen:

Our client, D. W. Griffith Service, have placed in our hands for further action their claim against you arising out of your loss while in transit of two reels of "Hearts of the World".

Without prejudice to themselves, we understand they have offered a proposition to you whereby they will have the two lost reels replaced at the rate of 3¾¢ per foot, and they have asked you to forward them check for $75. in payment of 2000 feet before proceeding with the replacement thereof. They have also agreed to refund any overpayment over the actual cost at the above rate of the reels, rendering you duplicate invoice received from the printing laboratory.

If you wish to settle this matter amicably, please forward check to our clients in the amount above stated without further delay, otherwise legal action and unnecessary expenses will be unavoidable. We expect to hear from you before next Thursday, the 1st of November.

Very truly yours,

R

FURTH, SINGER & BORTIN

1218 Chestnut St.

Philadelphia.

November 25th, 1921.

United Artists Corporation,
729 Seventh Avenue,
New York City,

Gentlemen:

Your Mr. Martin, Philadelphia Manager, wrote to Felt Bros. under date of the 19th instant suggesting that it will probably be better not to say much in their advertising regarding Griffith's "Two Orphans" as Mr. Griffith has not definitely decided whether he will present this picture for $2.00 runs in the big cities before releasing it to popular priced houses.

I feel quite certain that this suggestion was made to Felt Brothers without much deliberation, as the distinct understanding is that Griffith's productions go into the Aldine Theatre in Philadelphia first, before being exhibited at any other theatre. As you know, the Aldine is not a "popular priced" house, as at the present time the top price is $1.25

Furthermore, you know that the Felts have been widely advertising the fact that Griffith's productions will be first exhibited at the Aldine Theatre, with full knowledge of the United Artists Corporation.

I trust that Mr. Griffith understands the agreement as weee as Mr. Abrams and the Felts. The matter of two dollars top or a dollar and a quarter top, has and should have nothing to do with the subject. We will continue to advertise that the "Two Orphans" is coming to the Aldine Theatre, as heretofore.

Very truly yours,

(Signed) DAVID BORTIN

For Felt Brothers.

1403 East 60th St
Chicago
Nov 25th - 1921

David Wark Griffith

Dear Sir,

Enclosed you will find a letter which I think will speak for itself. It is two or three years since I first thought of writing to you on this subject but was afraid that my motives might be misinterpreted. However now that my father has asked me to make enquiries I feel that you will understand.

The brother he mentions in his letter (William John Wark) was a captain in the Civil War and after the close of the war made a

visit to Ireland about fifty years ago. After his return to this country he married a Carolina lady and my father lost track of him as of course in those days communication between this country and Ireland was rather difficult. My father's father was David Wark and my eldest brother (a Presbyterian minister in Kimberley S. Africa) bears the same name.

If there is any relationship it would gratify my father immensley if you would let him know. He is over eightyfive years now and would be pleased to hear of his brother's descendants.

Sincerely Yours

Priscilla M Wark Beggs

Mr W. B. Beggs

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

November 26th 1921.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives
Way Down East		961		
Love Flower		1220		
Broken Blossoms		33664		
Dream Street		974		
Mother & The Law		512		
Fall Of Babylon		7516		
Picture C-13			84	
Picture U-3			16449	14825
		44847	16533	14825

Positive Stock used

Eastman	21548
Belgian	2261
Agfa	37571
	61380

Negative stock used

Eastman	14825

2-20

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

11-4

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

140 Broadway
New York,

November 28, 1921.

CASH — 17,500.—
U.S. — 225,510.39
CUBA. — 1,471.43
CAN. — 13,126.48
$257,608.30
CAN. 41.29
257649 59

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N.Y.

57,391.70
54.56 = Rev in chg of interest
57,446.26
41.29 Can add.
$57,404.97

Please be advised that we have passed the following entries to your "Love Flower" Loan account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	Nov. 28th	$759.18	Payment received from United Artists Corp. Check on the Central Union Trust Co.
	" 26th	41.29	Payment received from United Artists Corp. Check for $45.50 on Dominion Bank of Canada discounted 9½%.
			The application of these two amounts reduces your loan to $57,404.97

Cuba 3.18
U.S. 756.00
$759.18

U.S. WATERWAYS EXAMINED JAN 1922 NEW YORK

31,500.00
257,608.30
$57,391.70
41.29 Can
57350.41
41

Yours very truly,

Guaranty Trust Company of New York
~~FOREIGN DEPARTMENT~~
Industrial

ORIGINAL

November 28th 1921.

Mr. Louis D. Froelich,
1451 Broadway,
New York City.

Dear Mr. Froelich:

Mr. Stroock phoned me and asked me to send him a list of the names of the scores published by Carl Fisher that we used in the "Dream Street" music and the number of times so used.

I have prepared the enclosed letter and statement which I received from Mr. Pesce and before mailing I wish you would pass upon it and if O.K. kindly mail directly.

Thanking you for your attention, I remain

Very truly yours,

AHTB/GD
Enc.

November 28th 1921.

Messrs. Stroock & Stroock,
141 Broadway,
New York City.

In re: "Dreams Street" matter.

Dear Mr. Stroock:

Pursuant to your request over the telephone, I am sending you herewith names of scores used in the "Dream Street" music published by Carl Fisher, together with the number of times so used.

Very truly yours,

AHTB/GD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

November 28th, 1921

Messrs. Parrish, Cohen & Guthrie,
Register and Tribune Building,
Des Moines, Iowa.

Gentlemen: Re: Register & Tribune vs. D.W.Griffith

With reference to the above entitled matter, we wish to advise that our clients, D. W. Griffith, Inc., have referred the same to us for further attention.

Replying to your favor of October 26th, we urge prompt settlement and withdrawal of the case, as our clients are anxious to recover their money which is now held under the Writ of Attachment, and which they feel they could use very advantageously.

Kindly let us know how you progress with the settlement of the case, and address future correspondence with reference to the matter to us.

Thanking you for your courtesy and attention, we are

Very truly yours,

R

NEW YORK
PHILADELPHIA
CHICAGO
DETROIT
BOSTON
CLEVELAND
ST. LOUIS
PITTSBURGH
PORTLAND
LOS ANGELES
TORONTO

LONDON PARIS MONTREAL

RICHMOND
BIRMINGHAM
ROCHESTER
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CINCINNATI
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NORFOLK
BUFFALO
SAN FRANCISCO
WILMINGTON

THE OLD COLONY CLUB
INCORPORATED
NEW YORK, N. Y.

Executive Offices
1451 BROADWAY

November 29th. 1921.

Mr. David W. Griffith,
Hotel Alexandria
Los Angeles, Cal.

Dear Mr. Griffith:

During the period between now and the first of next year we propose to add to our membership the number necessary to reach the limit we have set for our club in your city.

You are one of a group of active executives, carefully chosen by our membership committee, that we believe should be a user of Old Colony Service.

The best way to acquaint yourself with our equipment and facilities is to visit the Club in your city.

It will be a pleasure to send a guest's card entitling you to full privileges of our twenty-five clubs for two weeks. The card will also place at your disposal our highly trained service staffs.

We shall also be glad to send a copy of our publication - The Old Colony Magazine. It will give you an idea of the character of the services we are daily rendering for members.

The strongest evidence we have of our value to men of affairs is the fact that the membership has increased over 12,000 in the past five years.

It might not be amiss to accentuate the fact that our service organization exists and is not a future promise. A total of 275,982 recorded services were actually rendered during the past year.

Lord Rathcreeden on our Fifth Anniversary cabled from London "From an idea to an institution with international prestige - all within five years - is indeed an achievement." Lord Rathcreeden has tested Old Colony Service.

Many executives have become members because of our exceptional travel service - the finest in the world - but just as many are doing so to keep from traveling. We have saved many thousands of miles of travel for members by giving personal attention to important matters in various cities where our clubs are located.

In addition to having a reserve of twenty-five branch offices and organizations at their disposal for business purposes, there is an important personal side that has proved of incalculable value to members: Cases where accidents, sudden sickness, and even death has overtaken mothers, fathers, sisters, sons and daughters of members in distant cities, and where, within an hour, better attention has been furnished through local clubs than could be given by the member if he was on the ground.

Our Business Bureau is the evolution of the demands of modern business executives. It is the focal center of all service organizations - a business switchboard that connects the member with desired agencies, or furnishes information direct from its voluminous data and extended experience. Its flexibility, broadness of scope and speed has made it unique in its field. It has rendered many services to members that cannot be measured in dollars.

Emergency business services are regular routine. Only last week a Portland, Oregon, member, after fruitlessly keeping the wire hot to New York trying to get a much-needed shipment rushed by rail instead of water, called for Old Colony Service. A telegram from Portland was received at the Executive Offices of the Business Bureau in New York at 10 A. M. The shipment was transferred from the hold of a vessel, about to sail, to freight cars in Weehawken and the number of the cars were wired to Portland at 12:30 the same day. That's the kind of service that has no appraisal value.

Then there is the business-building side, a genuine asset. Our established Clubs and connections form the nucleus of a great and rapidly developing International Business Consular Service ready to instantly furnish accurate and unbiased information regarding local conditions existing at the moment - fresh and valuable - not worn and travel-stained by weary wandering through the realms of red tape.

Among such information just furnished was: Complete data of the needle industry in England and Germany, including export prices, etc. for a New York member. Details of where Japan, China, New Zealand and Australia purchase commercial alcohol and the grade of vinegar in demand in these countries together with the volume imported, duties, etc.

The Bureau is also called upon to furnish the names of manufacturers of various articles. In one mail a Canadian member requested the names of manufacturers of plush "teddy bears" and similar toys, and a Los Angeles member asked for a list of manufacturers of playground apparatus and gymnasium equipment. Another member sent a part of a bathroom fixture with the request that the manufacturer be located and quantity prices for the entire fixture be secured.

President Harding, Vice-president Coolidge, Postmaster General Hayes, members who have exceptional facilities for doing things, have all used Old Colony Service.

No better Club facilities are available in New York than the Old Colony Club in the Biltmore yet the Club feature is but the beginning of service. This service alone is well worth the full cost of membership without the Business and other Bureaus, etc. But for no additional cost you have full membership in twenty-five such clubs.

As the Old Colony Club increases facilities and service, the cost to members is reduced. Ten clubs are planned during the next year - four new ones are already under way; Kansas City, Omaha, Minneapolis and St. Paul. This means membership in 35 clubs, greatly increasing the range of service and reducing the annual cost of membership to A FRACTION OF A PENNNY A DAY PER CLUB!

Two recent experiences of members are interesting: One was caught in an isolated place in the mountains with considerable important business to transact in various cities. The Montreal Club was the nearest center. He sent instructions to the Montreal Club. They were given expert attention. A complete schedule was figured out and a string of tickets, lower berths and hotel reservations, etc. awaited his arrival.

The second case was that of an American business man of importance who was suddenly taken ill in London. He couldn't move for ten days. Cables, letters and appointments poured into the Hotel Savoy for him. Every business detail was handled by a member of the staff of the London Club.

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Continued

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HON. WILLIAM C. SPROUL,
Governor of Pennsylvania
HON. J. G. TOWNSEND, JR.,
Governor of Delaware
HON. EPHRIAM F. MORGAN,
Governor of West Virginia
C. B. MANVILLE, *New York City,*
Founder Johns-Manville Co.
FRANKLIN P. CATOR, *Baltimore,*
Pres. Armstrong-Cator Co.
JACOB PFEIFFER, *Akron,*
Pres. Miller Rubber Co.
OSCAR WELLS, *Birmingham,*
Pres. First National Bank
C. C. COLYEAR, *Los Angeles,*
Pres. Colyear Motor Co.
D. B. CRANE, *San Francisco,*
Prop. Wightman & Crane,
S. SIMPSON, *Bridgeport,*
Pres. Raybestos Co.

(P. T. O.)

Do you know of such service <u>at</u> <u>any</u> <u>price</u>?

We are confident that it will prove one of your most profitable business investments if you will conclude to accept this special proposition.

Your reply is awaited with interest.

Yours very truly,

Wm. Henry Beers

Chairman Membership Committee.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE
GENERAL SALES MANAGER

November 29th, 1921.

Mr. Albert Grey,
D. W. Griffith, Inc.,
807 Longacre Bldg.,
New York City.

Dear Mr. Grey:

We enclose herewith a copy of a letter received from Messrs. Furth, Singer & Bortin under date of November 25th, written in behalf of Felt Brothers of Philadelphia.

This letter refers to Felt Brothers' advertising of "THE TWO ORPHANS" in connection with their Aldine Theatre, and is given you for your information.

Yours very sincerely,
UNITED ARTISTS CORPORATION.

W W Hays
General Sales Manager.

B
Encl.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH, INC.
PRESENTS
WAY DOWN EAST

GENERAL OFFICES 303 LONGACRE BLDG. NEW YORK
TELEPHONE · · · BRYANT · 6761 · 6762 · 9486
A. L. GREY · · · · GENERAL MANAGER

Nov. 30th, 1921.

Mr. A. H. T. Banzhaf,
Bush Terminal Bldg.,
New York.

Dear Mr. Banzhaf:-

Please look into this matter and write them a letter, as if they continue to advertise that "The Two Orphans" will play at this picture house, it will do us an unlimited amount of damage as you know we have rented the Forrest Theater beginning January 9th.

Yours very truly,

Albert L. Grey

PHONE CHAMPA 1585

New York School of Arts

DRAMATIC ART
SILENT DRAMA
DANCING
VAUDEVILLE
MUSICAL COMEDY
PUBLIC APPEARANCE FOR PUPILS MONTHLY

STUDIO: 225-228 BARTH BUILDING, SIXTEENTH AND STOUT STREETS

Director
Mary Keogh Morris

EXPRESSION
READINGS
VOICE MODULATION
CORRECT ENGLISH
DRAWING ROOM ENTERTAINMENTS

Denver, Colorado, Nov. 30. 1921.

Mr. D. W. Griffith,

Hollywood, Los Angles, Cal.

Dear Mr. Griffith:

Please forgive the typewriter, but you know how impossible it is to read my writing. Your name is constantly before me, as your pictures are so popular in Denver. You can see by the heading of my letter, what I am doing here, and while I have been very successful, there is no toutlet for my work, I can't grow.

I have been left with Teddy to educate and care for, and I believe that he is a coming star. He photographed wonderful, and is a born athletic. I want very much to come to Los Angles, and open a Studio at Hollywood, similar to this. I can get excellent backing, if I can get a letter of recomendation from you and Mr. Cecil De Mille.

Please send me a letter of this kind, and it will be about the biggest favor you ever did me. With best wishes and good thoughts to you.

Mary Keogh

CHARLES SCHWARTZ
LOUIS D. FROHLICH
HUGO VOGT

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

November 30th, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:-

I forwarded to Strock & Strock, the statement you gave me, but corrected as per enclosed copy.

I see that 10% is deducted, which I suppose is the usual discount given to the trade on orchestra copies.

I am at a loss to understand the extra piano copies and do not see how they could have been included in the arrangement that was made. But as I stated over the telephone today, let them come along and tell us what they want in addition to the list price of this music, and we can then thrash it out.

Very truly yours,
Louis D. Frohlich

LDF: MLE

Enc.

- - - - - - - - - - - - - - - - - - -

WARK PRODUCING CORPORATION

with

M.FEILDSTEIN and M.A. LEVY

- - - - - - - - - - - - - - - - - - -

AGREEMENT TO RELEASE

- - - - - - - - - - - - - - - - - - -

DATED:

AGREEMENT made this day of November, 1921, by and between WARK PRODUCING CORPORATION, a New York Corporation, party of the first part, and MESSRS. M. FELDSTEIN and M.A. LEVY, co-partners, of the City of Chicago, State of Illinois, parties of the second part:

WHEREAS, heretofore and on the day of the party of the second part entered into a contract with the party of the first part to acquire the exhibiting rights of the motion picture entitled "THE FALL OF BABYLON", and

WHEREAS, said parties of the second part are unable to carry out the terms of said contract and are desirous of being released from any further obligation in connection with the release of said picture.

NOW, THEREFORE, in consideration of the sum of One ($1.00) Dollar and other good and valauble considerations to each other in hand paid, the receipt whereof is hereby mutually acknowledged, and of the mutual covenants and agreements herein contained, the parties hereto do agree as follows:

FIRST: Messrs. Feldstein and Levy hereby release the Wark Producing Corporation from any and all claims and obligations arising out of said proposed contract and hereby surrender all their right, title and interest in and to the distribution of the aforesaid motion picture "THE FALL OF BABYLON".

SECOND: The Wark Producing Corporation hereby releases and discharges said Messrs. Feldstein and Levy from any and all obligation on their part to perform pursuant to the aforesaid contract.

THIRD: It is further agreed by and between both parties hereto that they have remised, released and forever discharged and by these presents do each for themselves, their respective successors and assigns, heirs and administrators, remise, release and forever discharge each other of all and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, whatsoever in law or in equity which either of the parties hereto ever had, nor has or which either of the parties hereto, or their respective successors and assigns, heirs, and administrators, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and the parties of the second part have hereunto set their hands and seals the day and year first above written.

WARK PRODUCING CORPORATION

By Albert T. Banzhaf
Pres.

Nancy Fidalgo (L.S.)

(L.S.)

UNION TRUST COMPANY OF CLAIRTON

A. G. WILSON, PRESIDENT
H. J. DAVIS, VICE PRESIDENT
J. WILL TAYLOR, TREASURER

CLAIRTON, PENNSYLVANIA

December 1, 1921

Banzhaf & Pembleton,
Bush Terminal Building,
130 West 42d Street,
New York City,

Gentlemen:

Referring to your letter of November 23, in reference to a complete print of the motion picture "The Mother and the Law", which Mr. James Pizzola of 25 West Park Avenue, Clairton, Pa. rented from your client some time ago but which print has not been returned, would state that we do not care to undertake to handle this matter for you.

Very truly yours,
Union Trust Company of Clairton,
By G. Kenneth Foster
For Treasurer.

2-20 11-4-336

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

140 Broadway
New York, December 1, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Marmaroneck, N. Y.

Please be advised that we have passed the following entries to your 'LOVE FLOWER' LOAN account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	12/2/21	$2500.00	Your check on the Central Union Trust Company enclosed in your letter dated November 25th.
	10/5/21	54.56	Interest from October 1st to October 5th, reversed in accordance with our agreement.
			The balance on your loan after the application of these two amounts is $54,850.41.

315,000.00
260,149.59
$54,850.41

Cuba. 1471.43
U.S. 225510.39
Cash 20,000.00
Canada. 13,167.77
$260,149.59

Yours very truly,

Guaranty Trust Company of New York
Industrial ~~FOREIGN~~ DEPARTMENT

ORIGINAL

C. S.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

December 1, 1921.

J. C. Epping, Treasurer,
D. W. Griffith Incorporated,
Longacre Building,
Broadway & 42nd Street,
New York City.

Dear Sir:

We are in receipt of your favor of November 30th enclosing your check drawn to our order for $12,500. to be applied on account of "The Two Orphans" loan. After making the above payment, there remains a balance of $302,500.

PRICE, WATERHOUSE & CO. EXAMINED JAN 1922 NO. 174

Very truly yours,

Assistant Secretary.

WHS:DR
BANKING

"Way Down East
Legal matters

J. L. PARRISH
M. H. COHEN
T. J. GUTHRIE
L. B. COHEN
J. L. PARRISH, JR.

PARRISH, COHEN & GUTHRIE
ATTORNEYS AND COUNSELLORS AT LAW
REGISTER AND TRIBUNE BUILDING
DES MOINES, IOWA

December 2, 1921.

Messrs. Banzhaf & Pembleton,
Counsellors at Law,
Bush Terminal Building,
New York City, N. Y.

Gentlemen:

In answer to yours of November 28th in regard to the suit of Register & Tribune vs. D. W. Griffith, beg to advise you that I have just had a talk with the attorney for the Register & Tribune Company and he is to let me know in a couple of days whether he will dismiss the suit. If he does not dismiss it, the only thing to do is to have the case put in the assignment for trial.

He has been trying to get his money through the bankruptcy court but up to this time has not yet succeeded. However, he is going to take this matter up and advise me what his position will be in reference to the dismissal of the pending suit.

Yours very truly,
Parrish Cohen & Guthrie

TJG.BBM

ERNST, FOX & CANE
COUNSELLORS AT LAW
XXXXXXXXXXXX 25 West 43d Street
NEW YORK

BERNARD M. L. ERNST
MELVILLE H. CANE
DAVID J. FOX

TELEPHONE XXXXX Vanderbilt 10421

December 3rd, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf: Lennards v. Stevenson.

I have obtained from Miss Lennards as requested a general release running to your client to be delivered according to our stipulation on payment of five hundred dollars on January 2nd next.

If you could see your way clear to pay this over before Christmas, I should appreciate it.

Sincerely yours,

Melville H. Cane

C:LF.

CHELSEA METHODIST EPISCOPAL CHURCH
178TH STREET, WEST OF BROADWAY
NEW YORK

CHURCH OFFICE
701 W. 177TH ST.
WADSWORTH 7181

Christian F. Reisner, D. D.
PASTOR

Personal

Dec. 3/. 1921

Mr. D. W. Griffith,
1476 Bway, New York

My dear Mr. Griffith:

I want to express to you my appreciation for the splendid service the two Gish girls gave us last Thursday night. They themselves are so delightful, gentle and helpful that their presence did untold good. Miss Lillian Gish gave a brief address which I am sure lifted the tone of motion pictures and increased their breadth. Their fine characters are back of their work as well as their word. I congratulate you for having their co-operation. I also understand that my friendship for you also made it possible for them to come the other evening.

Wishing you success with your new picture and with high regard, I am,

Yours faithfully

Christian F. Reisner

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

December 3rd 1921.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives
Way Down East		686		
Idol Dancer		7179		
Romance		30		
Love Flower		228		
Broken Blossoms		468		
Dream Street		439		
Mother & The Law		154		
Fall Of Babylon		22178		
Picture C-13			200	
Picture U-3			7237	7544
		31362	7437	7544

Positive stock used

Eastman	7530
Belgian	2615
Agfa	28654
	38799

Negative stock used

Eastman	7544

303 Longacre Bldg.,
New York, N. Y.
Dec. 3, 1921.

Dear Martha;

I sent you yesterday by parcels post a pair of brown and a pair of black shoes for Dorothy and also some blacking. If these shoes do not fit, please return them and give me more accurate measurements. I think it best that you buy your shoes over there hereafter. A man visited us yesterday in regard to some business, and in talking over the prices you can buy stuff there and it would certainly pay to send the money to buy the stuff over there and have it refunded to you in dollars. I enclose herewith the card given my by this man. If ever you are in Berlin you might go and see him. He is a very nice man and is in the motion picture business in Berlin.

I would like to have from you an acknowledgment of the following shipments which I have made:

Five packages of toys by parcels post for Dorothy.
A draft on German marks by letter.
A package of funny papers by parcels post for Dorothy.
A letter containing shipping documents covering five cases of groceries.
Five cases of groceries shipped by freight.

Please bear these in mind and acknowledge as the stuff comes in.

In about a week I am shipping you by parcels post five cloth dresses, two silk dresses and a very fine coat for Dorothy. The leggins I have not sent because you have not written me the exact measurements. If you want anything from here you must always be sure to give me the exact measurements and leave nothing to guess work.

With best regards to all,

Mother & Law

December 3, 1921

American Railway Express Co.,

Clairton, Pa.

Gentlemen:

We would appreciate it if you would advise us promptly as to whether or not you would be in a position to take care of the following matter for us:

Our clients, D. W. Griffith Service, owners of the motion picture "The Mother and the Law" some time ago rented a complete print of this picture to Mr. J. Pizzola, of 25 West Park Avenue, Clairton, Pa.

Our clients are willing to allow Mr. Pizzola the sum of $39.20 upon the return of the complete print, which is satisfactory to Mr. Pizzola. However, he refuses to return the print before receiving our clients' check for this amount. Due to unfortunate experiences already had by our clients where film cans have been received minus the film, they do not feel disposed to send check first.

We should like to know whether, if we send you check for the above amount you could have Mr. Pizzola ship the complete print to our clients, addressed to them at 1476 Broadway, New York, N. Y., and upon such shipment hand him his check, [illegible] [illegible]. The shipment should be made in the reel case in which the print was originally sent him, and should consist of seven (7) reels of film.

Please advise us, also, of your charges in this matter.

Thanking you in advance for your courtesy and prompt attention to the matter, we are

Very truly yours,

R

TELEPHONES MAMARONECK 1190 1191 1192 1193 1194 1195

D. W. GRIFFITH STUDIO
ORIENTA POINT
MAMARONECK, N. Y.

OK Studio matters

Dec 5/21

My dear Mr. Baughaf -

I'm so rushed as you can imagine - have no time to call. Will you kindly have your young lady acknowledge my signature on enclosed - & get County clerks O.K. & mail it - & I'll reimburse you when we meet.

With thanks in advance

Yrs very truly

L. F. Gottschalk

Kindly mail to
Mrs. L. F. G
933 Fedora st
Los Angeles
Calif

December 5, 1921

United Artists Corporation
-and-
Messrs. Felt Bros.

Gentlemen:

We beg to notify you, pursuant to paragraph SEVENTH of the contract entered into by and between the United Artists Corporation and Fred. D. Felt and Maurice E. Felt, as co-partners, under date of the 14th day of April, 1921, that D. W. Griffith and D. W. Griffith, Inc., withdraw their motion picture photoplays from the terms of said agreement, as said Griffith and D. W. Griffith, Inc., have acquired or will operate a theatre in the City of Philadelphia for the exhibition of motion pictures produced and owned by them.

Very truly yours,

D. W. GRIFFITH, INCORPORATED

By

Secretary

AMTB:R

O.B.S.

U.A.
Contracts

December 5, 1921

Messrs. Furth, Singer & Bortin,
-and-
Fred D. Felt and Maurice E. Felt, (co-partners doing business under the firm name and style of Felt.Bros.)
1218 Chestnut Street,
Philadelphia, Pa.

Gentlemen:

In reply to your favor of the 25th ult., addressed to the United Artists Corporation relative to Felt Bros. advertising the future presentation of Mr. D. W. Griffith's motion picture production "THE TWO ORPHANS", beg to call to your attention herewith, on behalf of Mr. D. W. Griffith personally and D. W. Griffith, Inc., that the contract which you have entered into with the United Artists Corporation, under date of the 14th day of April, 1921, paragraph FIRST article (a) specifically refers to pictures which are to be released by the United Artists Corporation consisting of from 3500 to 8000 lineal feet of film.

This specifically describes the United Artists Corporation product of their regular program pictures, and does not describe and was never intended to include special productions which the respective artists may make which are in excess of 8000 lineal feet of film, such as the production "THE TWO ORPHANS" which will consist of twelve (12) reels, or approximately 12,000 lineal feet of film.

Pursuant to the terms of the aforesaid contract, we must also advise you that you are not, under article (j) paragraph SECOND thereof, to advertise the picture "THE TWO ORPHANS", said article providing specifically that you are not to advertise, announce or exploit any other motion picture other than those covered by said agreement. Therefore, be advised that unless you cease at once advertising that you are to exhibit "THE TWO ORPHANS" we will advise the United Artists Corporation to cancel their contract with you as aforesaid insofar as it pertains to pictures produced by either D. W. Griffith personally or D. W. Griffith, Inc.

Without prejudice to the foregoing, we are also enclosing herewith notice to you of the withdrawal by Mr. Griffith and D. W. Griffith, Inc., of their motion picture productions under the terms of paragraph SEVENTH of said contract as said Griffith has acquired a theatre in the City of Philadelphia for the exhibition of motion pictures produced and owned by said Griffith or D. W. Griffith, Inc.

Very truly yours,

cf w/ U.A. Co

S.M.B:R

MUSEUM OF MODERN ART LIBRARY

2-20 11-4-938

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

140 Broadway

New York, December 6, 1921.

76
84.00
8 1/2
4200
6720
7.1400
84.00
7.14
76.86

D. W. Griffith, Inc.,
Orienta Point,
Marmaroneck, N. Y.

Please be advised that we have passed the following entries to your "LOVE FLOWER" LOAN account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	12/5/21	$76.86	Check of the United Artists Corporation for $84. on the Dominion Bank of Canada, discounted at 8½%.
	12/6/21	850.50	Check of the United Artists Corporation covering settlement statement #1-G064, week ending November 12, 1921. $840.- U. S. and $10.50 - Cuba. After the application of the above amounts the balance of the "Love Flower" loan shows a balance of $53,923.25.

PRICE WATERHOUSE & CO. EXAMINED JAN 1922 No. 74 ACCOUNTANTS

Yours very truly,

Guaranty Trust Company of New York
FOREIGN DEPARTMENT

ORIGINAL

Industrial

2-20 11-4-338

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

140 Broadway

New York, December 6, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Marmaroneck, N. Y.

Please be advised that we have passed the following entries to your "LOVE FLOWER" LOAN account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	12/7/21	$2500.00	Your check on the Central Union Trust Company enclosed in your letter dated December 5th. The application of this amount reduces your indebtedness to $51,423.05.

Canada 1324463
Cuba 1481.93
U.S. 226350.39
Cash 22500.00
263576.95

3,5000.00
263576.95
$51423.05

Yours very truly,

Guaranty Trust Company of New York
Industrial FOREIGN DEPARTMENT

ORIGINAL

Certificate for less than 100 Shares

Certificate for less than 100 Shares

No. NYO 5317

CLASS A STOCK.

5 Shares

D. W. GRIFFITH, INCORPORATED.

Incorporated in 1920 under the Laws of the State of Maryland.

AUTHORIZED ISSUE: 125,000 Shares of Class A Stock without nominal or par value and 375,000 shares of Class B Stock without nominal or par value.

This Certificate is Transferable either in New York or Chicago.

THIS IS TO CERTIFY that Mrs Nellie P. Feltner

is the owner of five fully paid and non-assessable shares, without nominal or par value, of the CLASS A STOCK of D. W. GRIFFITH, INCORPORATED, transferable on the books of the Corporation in person or by attorney upon surrender of this Certificate properly endorsed. For a statement of the rights, privileges, preferences, voting powers, restrictions and qualifications of the Class A Stock and Class B Stock of the Corporation, reference is made to the Certificate of Incorporation dated June 29, 1920, copies of which are on file in the offices of the Transfer Agents of the Corporation. As provided in and subject to said Certificate of Incorporation: Out of the surplus or net profits arising from the business of the Corporation the holders of Class A stock shall be entitled in each fiscal year of the Corporation to receive dividends at the rate of $1.50 per share per annum, payable quarterly, semi-annually or annually and on such dates as the Board of Directors may determine, before any dividends shall be paid or declared or set apart for payment upon the Class B stock in such fiscal year; but such dividends shall not be cumulative. Out of any surplus or net profits arising from the business of the Corporation remaining after full dividends as aforesaid on the Class A stock shall have been paid or set aside, and after or concurrently with the making payment of or provision for full dividends on the Class A stock for the current fiscal year, the Corporation may on or before September 1 of each fiscal year, commencing September 1, 1921, set aside an amount equal to $1.00 for each share of Class A stock at the time outstanding, as a fund for the purchase of Class A stock; and said amount shall be so set aside in any fiscal year before any dividends shall be paid or declared or set aside for payment upon the Class B stock in such fiscal year; but this obligation shall not be cumulative; all sums so set aside shall be applied by the Corporation to the purchase of Class A stock at not exceeding $15.00 per share if and to the extent that such stock is tendered to it at not exceeding such price within four months after such setting aside. Out of any surplus or net profits arising from the business of the Corporation remaining after full dividends as aforesaid on the Class A stock shall have been paid or set aside, and after or concurrently with the making payment of or provision for full dividends on the Class A stock for the current fiscal year, and after the Corporation shall have set aside in such fiscal year the fund of $1.00 a share for the purchase of Class A stock above provided for, dividends may be paid or declared and set aside for payment in such fiscal year upon the Class B stock to the exclusion of the holders of Class A stock, up to but not exceeding dividends at the rate of $1.50 per share per annum; but such dividends shall not be cumulative. Out of any surplus or net profits arising from the business of the Corporation remaining after the payment of dividends upon both the Class A and Class B stock of $1.50 per share in any fiscal year, and after the Corporation shall have set aside in such fiscal year the fund of $1.00 a share for the purchase of Class A stock above provided for, and after making such provision, if any, as the Board of Directors of the Corporation may deem necessary for working capital, dividends may be paid or declared and set aside for payment in such fiscal year upon the Class A and Class B stock share and share alike. In the event of any liquidation, dissolution or winding up of the Corporation, the holders of Class A stock shall be entitled to receive, if such liquidation, dissolution or winding up be involuntary an amount equal to $20.00 per share, or if such liquidation, dissolution or winding up be voluntary an amount equal to $25.00 per share, for every share of their holdings of Class A stock, before any distribution of the assets shall be made to the holders of Class B stock; after amounts as aforesaid shall have been paid to, or set aside for, the holders of Class A stock, the holders of Class B stock shall be entitled to receive out of the remaining assets, if such liquidation, dissolution or winding up be involuntary an amount equal to $20.00 per share, or if such liquidation, dissolution or winding up be voluntary an amount equal to $25.00 per share, for every share of their holdings of Class B stock; any assets remaining after the holders of both Class A stock and Class B stock shall have received the amounts aforesaid, shall be distributed ratably among the holders of the Class A and Class B stocks share and share alike, without any preference, priority or distinction between said classes. Without the affirmative vote or written consent of the holders of a majority of the Class A stock at the time outstanding, the Corporation shall not dispose of the property and business of the Corporation substantially in their entirety; voluntarily liquidate or dissolve or wind up; create or assume any mortgage or other lien other than purchase money mortgages or liens; create any shares of stock having priority over or on a parity with the Class A stock or increase the authorized Class A stock, or create or issue or assume or guarantee any bonds, notes or other evidences of indebtedness maturing later than one year from the date of issue.

This Certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

IN WITNESS WHEREOF the Corporation has caused this Certificate to be signed by its proper officers, and its corporate seal to be hereunto affixed,

this day of DEC 19 1921

D. W. GRIFFITH, INCORPORATED,

By John Powers Vice-President.

E. M. Draper Assistant Secretary.

Registered at New York, DEC 7 1921 GUARANTY TRUST COMPANY OF NEW YORK, Registrar, By Assistant Secretary.

Countersigned at New York, DEC 6 1921 CENTRAL UNION TRUST COMPANY OF NEW YORK, Transfer Agent, By Assistant Secretary.

TENS	FUND
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
0	0

AMERICAN BANK NOTE COMPANY.

For Value Received, _____ hereby sell, assign and transfer

unto _____

_____

_____

_____ Shares

of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney,

to transfer the said stock on the books of the within named Company, with full power of substitution in the premises.

Dated Sept. 25, 1926.

Mrs. Nellie P. Fellner
Sig. Guar. Close Inv. Corp.
J. G. Close Pres.
Wil. Del.

In presence of:

Mildred Noel

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the Certificate, in every particular, without alteration or enlargement, or any change whatever.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mamaroneck, N. Y.
December Seventh,
Nineteen Twenty.

Dear Mr. Cobb:

Mr. Griffith wishes me to thank you for introducing Miss Hannah Shelton to his Studio. He regrets that at this time there is no niche that Miss Shelton can fill but we hope that before long he may have an opportunity of casting her in a picture.

With every good wish,

Sincerely,

Secretary to Mr. Griffith

Mr. Irvin S. Cobb,
Rebel Ridge,
Ossining, N. Y.

from Irving Cobb

Hannah Shelton

Calhoun 7482

Jennie

lives over the Hill's

~~[illegible]~~ Rich by Mr

Young.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

STROOCK & STROOCK

M. J. STROOCK
S. M. STROOCK
CHARLES LEVY
W. S. DRYFOOS M-D

CABLE ADDRESS "PLASTROOCK"
WESTERN UNION CODE

SOUTHERN BUILDING
WASHINGTON, D.C.

141 Broadway
New York December 7, 1921

Albert H. T. Banzhaf, Esq.,
130 West 42d Street, City.

Dear Mr. Banzhaf:

FISCHER with GRIFFITH.

Referring to yours of the 28th ulto. respecting "Dream Street" matter, will you please let me know at your very early convenience, how many full orchestra copies of the score were printed and how many extra pianoforte part copies of the score have been printed.

In the memorandum that you sent to me you failed to separate the full orchestra scores from the pianoforte parts.

Yours very truly, M J Stroock

~~$10,000.00~~ ~~$10,000~~ ~~7000~~ ~~6000~~ ~~5000~~ ~~3500~~ ~~2500~~ ~~1500~~ ~~500~~

DECEMBER 7th 1922

after date we promise to pay to the order of D. W. GRIFFITH INCORP.

Ten Thousand and 00/100 ---------- Dollars

at The First National Bank of Mamaroneck, Mamaroneck, N.Y.

Value received

D. W. GRIFFITH INC.

No. 17768 Due on demand

TREASURER.

PAID MAR 12 1923 MAMARONECK, N.Y.

D. W. Griffith Inc

J. Wyman Treas.

Dec 20 - Rec'd 1000 on acct X
~~with note~~ Rec'd Wyman

Dec 22 Rec'd 1000 on acct X

Jan 3 Rec'd ~~1000~~ on acct

Jan 8 Rec'd 1,000 on acct

Jan 16 Rec'd 1,000 on acct

Jan 23 Rec'd 1,000 on acct

Feb. 14 Received 500.00

Feb 21 " 1,000

Feb 26 " 1,000

Mar 5 " 1,000

Mar 12 500

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 8th 1921.

Mr. Louis D. Frohlich,
1451 Broadway,
New York City.

Dear Mr. Frohlich:

I am enclosing herewith copy of letter which I have this day received from Mr. Stroock relative to the Fisher-Griffith "Dream Street" matter.

You will note by the terms thereof that they are inquiring about piano parts. Will you please advise me as to how we should treat this matter. I believe you have a copy of the previous statement which Pesce forwarded me.

Very truly yours,

AHTB/CD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Stroock & Stroock,

Gentlemen:

Without prejudice, the arrangement that I had with Mr. Edwards, contemplated a payment of the list price on your music for each orchestral score that we made up, together with the additional payment that we were to make by way of a penalty.

There was nothing said about any piano scores, and I do not propose to consider any piano scores in any arrangement with you.

If you do not care to stand by the original arrangement that was made between Mr. Edwards and myself, I am sorry, but I will drop the matter. I am tired of having the amounts jacked up with every conference that I have with Mr. Edwards.

Very truly yours,

Kate Clayton

December 8th 1921.

Melville H. Cane, Esq.,
25 West 43rd Street,
New York City.

Dear Mr. Cane:

I have your favor of the 3rd inst. relative to the Stevenson matter and have forwarded the same to Mr. Epping, who is Treasurer of our Company for his attention.

Very truly yours,

AHTB/GD

December 8th 1921.

Mr. J.C. Epping,
Treas. D.W.Griffith Inc.,
1476 Broadway,
New York City.

Dear Mr. Epping:

I am enclosing herewith copy of letter received from the attorneys for Miss Lennards whom you will remember sued Mrs. Stevenson for commission on selling the "Two Orphans". This is just a reminder that when you pay the final check which is due on or about the first of the year that you arrange with Mrs. Stevenson to have the amount due Miss Lennards paid at the same time.

I also enclose herewith receipt from the "Players" which I believe you will want for your files.

Very truly yours,

AH/LB/GD

Enc.s

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

The First Important Announcement for 1922

FRANK VALLE

HAVING ACQUIRED

THE EUROPEAN SENSATION

"THE TWO ORPHANS"

ANNOUNCES TO

STATE RIGHT BUYERS

that all territories in the United States and Canada are available for immediate booking.

All communications will be handled in the order of their receipt. If you want quick action, WIRE.

Hub. Number 126.

RUSSELL CLARK SALES SYNDICATE

SUITE 1204, LOEW'S STATE BUILDING

45th Street and Broadway - - - NEW YORK, N. Y.

Control Clarion

Weiss Brothers In Complete Charge of Company Which Will Make Four Features a Year

Weiss Brothers have taken the entire control of a new producing unit formed recently under the name of Clarion Photoplays, Inc., George Merrick and Max Cohen, formerly associated in the organization, have withdrawn and Clarion Photoplays, Inc., is now officered as follows: Max Weiss, president; Louis Weiss, vice president, and Adolph Weiss, treasurer; Harry G. Kosch, has been appointed secretary of the company, which controls a considerable number of stories by well-known authors.

It is stated that this new organization holds the rights to more than 75 stories. Plans are now under way for the production of a star authors' series of pictures, four each year. It is understood the first four will be made from stories by Rex Beach, Rupert Hughes, Sir Gilbert Parker and Jack London. Production is contemplated in California and Louis Weiss, will make a trip to the coast shortly after January 1st, to arrange studio facilities.

Lowry to Make Two Reelers

(Special to WID'S DAILY)

Los Angeles—Gene Lowry is preparing a series of two-reelers of the "Reddy Brandt" adventures, by W. C. Tuttle. The company has been formed to finance the project. One story will be published every month. Work starts shortly at the old Fine Arts studio. Lowry was formerly assistant director with Marshall Neilan. Clark Irwine will handle exploitation.

Pyramid Films

New Unit Formed in Minneapolis to Release Irving M. Lesser's Output

(Special to WID'S DAILY)

Minneapolis—Harry Rathner, Carl Michel and Guy W. Dawson, three of the best known film men in this territory, are now associated in the ownership of Pyramid Films, a new distributing company.

Exclusive rights to the distribution of the product of Western Exploitation Pictures Co., of Los Angeles already have been obtained by Pyramid.

The deal involves about 30 features and 54 two-reelers. Among the features are: A David Butler series, Lester Cuneo series and Dick Hatton series. The two-reelers will include a Philo Gubb series, a number of Scattergood stories, Irving Cumming Northwestern pictures and a series of Cactus productions.

Pyramid has also taken over the distribution of the De Luxe Pictures Co., and the Masterpiece Film Co.

I have just resigned a house managers' position, partly because that's all it was.

The owner will gladly testify to my executive capacities, advertising sense, enthusiasm and good character.

I am open to anything in the industry offering mutual advantages.

Address Box B-7—Wid's

Another Group

Lee and Bradford to Distribute Three Josephine Earle Productions On Independent Market

Lee & Bradford have ready for distribution on the independent market a series of three Josephine Earle productions, "Branded," "Serving Two Masters" and "The Way of a Man."

The following territories have already been disposed of: Greater New York and Northern New Jersey to Capital Film Exchange; New York State to Webster Pictures Co.; New England to Pioneer Film Corp., of New England; Eastern Pennsylvania to Screen Art Pictures; Western Pennsylvania and Western Virginia to S. & S. Film Exchange; Ohio and Kentucky to W. A. Kaiser Enterprises; Michigan to Minter United Amusements; Northwestern territory to Interstate Film Exchange, and Louisiana and Mississippi to S. T. Stephens Film Distributing Co.

80% Sold on Negri Films

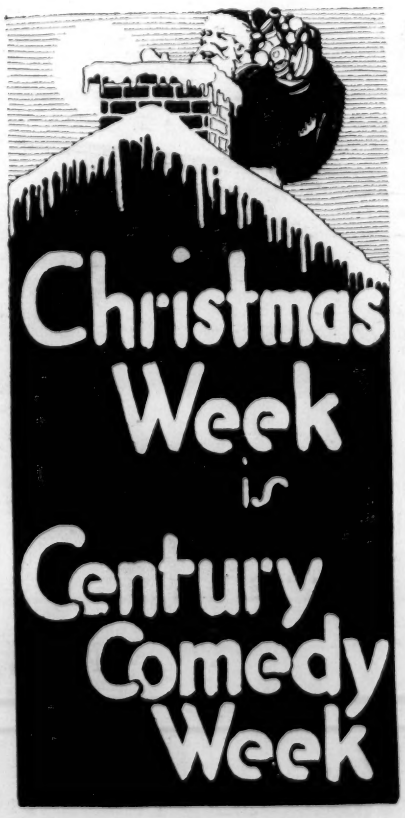
The Howells Sales Co., Inc., states it has sold 80% of the territory on "Vendetta" and "Intrigue," two Pola Negri films. Latest sales include Louisiana and Mississippi to First National; Kentucky and Tennessee to Big Feature Rights Corp.; Maryland, Delaware, Virginia and District of Columbia to Harry Crandall and Kansas to Abe H. Blank.

"Vendetta" has Pola Negri and Emil Jannings in it. It will play both the New York and Brooklyn Strands.

House in Campbell, Cal., Reopened

(Special to WID'S DAILY)

San Francisco—The Orchard City Theater at Campbell, Cal., for the past few months closed, has been reopened by Mr. Lyons, formerly of Sunnyvale.



Fuss Over Maryland Censors

According to the National Association, the Maryland censor board is under fire. The Baltimore Evening Sun in an editorial attacked the decision of the board in cutting a well advertised film.

Marriott Novel for Hope

"The Isle of Dead Ships," by Crittenden Marriott, is to be picturized with Hope Hampton as star, following "The Light in the Dark," which is now being made at the Paragon studio.

I HEREWITH OFFER TO PAY

$1000.00

to any person who can prove that

"OH, MABEL BEHAVE"

starring

MABEL NORMAND, OWEN MOORE, MACK SENNETT and FORD STERLING

is a re-issue, or that any scene of it had ever been shown before.

PHOTOCRAFT PRODUCTIONS, Inc.

Nathan Hirsh Pres.

Big Things Are Coming

Subscribe To Wid's Daily Now

Wid's Daily
71 West 44th St., New York City

Kindly enter my subscription to Wid's for one year, starting immediately, to include

WID'S DAILY—313 Issues—Every Day
Wid's Weekly Reviews—52 Issues
Wid's Year Book—Cloth Bound—500 pages
Subscription, $10—Foreign, $15

Name .....

Theatre .....

Address .....

AHTB/GD
Enc.

Allied Art

December 8th 1921.

Messrs. O'Brien, Malevinsky & Driscoll,
1482 Broadway,
New York City.

Attention of Capt. O'Brien.

Dear Cap:

I am enclosing herewith circular letter from D.B. Humphrey Inc. relative to foreign corporations doing business in Colorado for your information and for what it is worth.

When will it be convenient for me to see you relative to "WAY DOWN EAST" contract with Allied Artists and other contracts.

With best regards, I remain

Very truly yours,

AHTB/GD
Enc.

MUSEUM OF MODERN ART FILM LIBRARY

CHARLES SCHWARTZ
LOUIS D. FROHLICH
HUGO VOGT

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

Dec. 9, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd St.,
New York City.

My dear Mr. Banzhaf:-

I would write the enclosed letter to Mr. Stroock or a letter similar to it. I cannot see for the life of me how they come to speak of piano scores. There was no mention of piano scores and we were to pay them so much for each orchestral score. Now, if they come along with piano scores, I think it is high time that we called a turn.

According to the figures on this one claim, of Carl Fisher, piano scores run up to roughly, $400.00, and you can readily see that it will make a very considerable difference on the entire contract. Don't you think that we ought to put a stop to this sort of thing, and confine these people to the agreement that was tentatively arranged. If they want additional terms, I, for one, am opposed to it, and I feel sure that you will agree with me.

With kind regards, I am

Very truly yours,

L. D. Frohlich

LDF:MLE

Form 1-IT. 7-28-21-75,000 (26-553A)

due 1/9/22

NOTICE OF ASSESSMENT AND RECEIPT

STATE TAX DEPARTMENT, ALBANY, N. Y.

REFER TO

Date 12/9/21 File No. A 178999

Notice is hereby given that there has been assessed against you the amount set opposite as a franchise tax, under Art. 9-A of the tax law. It is due and payable on or before JANUARY 1, 1922. (OVER)

CERTIFIED CHECKS should be made payable to and forwarded to STATE TAX COMMISSION, Albany, N. Y., with this form.

D. W. Griffith Inc.
Orienta Point
Mamaroneck, N.Y.

STATE FRANCHISE TAX
ON BUSINESS CORPORATIONS

For period ending October 31, 1922

TAXES, PENALTIES, ETC.

Tax based on income at 4½%	$ 8,392.68
One mill on cap. stk.	
Minimum tax	
Penalty	
Interest	1007 12
Total due	$ 9399.80

Received payment, chg direct 10 31 AC #40

By

Assistant Deputy Commissioner

This notice must be returned at the time payment is tendered, as when properly signed it becomes a receipt for taxes.
(Postage Stamps Not Accepted)

(OVER)

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

U.A. Ltd.
Wuhrmer

IN-RE United Artists -
D. W. Griffith

Dec.
9th
1921

Mr. Albert H.T. Banzhaf
130 W. 42nd Street
New York City

My dear Bert:

I trust you will be free to give the attached contracts the "once-over" immediately so that we can arrange to have not only these but similar contracts with Douglas and Mary executed to take care of the motion pictures that are being distributed in the British Isles by the Allied Artists Corporation, Ltd.

For your guidance, I am enclosing copy of letter written by Mr. Grey to Mr. Abrams.

Douglas and Mary will arrive on Monday or Tuesday, and it will be fine if we can get this whole matter closed up by Wednesday.

Mr. Guedalla is terribly worried because the Allied Artists Corporation hasn't any written evidence of its rights to market the pictures that that corporation is now marketing in the British Isles, and I would like to relieve his anxiety as soon as possible.

Sincerely yours,

Dennis F. O'Brien

DFO'B/IC

(Enc)

COPY

THE ALLIED ARTISTS CORPORATION, Ltd.

86-88 WARDOUR STREET

LONDON, W.I.

December
9th.
1921.

Hiram Abrams, Esq.,
Chairman,
The Allied Artists Corpn.,Ltd.,
729 Seventh Avenue,
NEW YORK.

IN RE EMPIRE THEATRE

Dear Mr. Abrams.

Just before I left for Paris last week, Sir Alfred Butt, who had just returned from America, took up with Mr. Guedella the question of the run of WAY DOWN EAST at the Empire Theatre.

He was furious and threatened all kinds of actions as well as to close the Show because we had been buying to protect the Show from time to time and because the weeks that we were not buying to protect, he was not getting his proper share.

While Mr. Guedella had advised us that Sir Alfred Butt could not succeed in litigation against us, or if he did evict us, we would be successful in a counter claim for damages, never-the-less in view of a cable Mr. Manning had received from Mr. Grey, I instructed Mr. Guedella to agree with Sir Alfred Butt on a closing date with no guarantee.

This Mr. Guedella started to negotiate when I went to Paris.

During my absence, and while the matter was still hanging fire, Mr. Guedella reported to Mr. Jones that Sir Alfred Butt would not agree to a closing date without guarantee and that he proposed taking action.

In the meantime business was bad, and if we didn't protect ourselves we were subject to two weeks' notice clause. Mr. Guedella later, on advice received from Mr. Jones, who in turn received instructions from Mr. Manning, agreed with Sir Alfred Butt that we would guarantee him a minimum of £800 weekly until January 28th.

Mr. Guedella also advised Mr. Jones that there would be no further need of protecting that week, viz. the week of November 28th, as he had made the Agreement with Sir Alfred Butt making it unnecessary to protect.

As a consequence, Mr. Guedella sent Sir Alfred Butt a letter on our behalf, which letter Butt did not immediately answer.

Manning, not wishing to disregard Mr. Grey's orders to protect, and believing that Sir Alfred Butt might back out of his arrangements with Mr. Guedella kept on protecting, and bought in about £1,100 worth of tickets with the consequent result that that week we did a trifle over £2,600 worth of business.

Mr. Guedella made his oral agreement with Sir Alfred Butt Thursday and immediately confirmed it by letter on Friday. Sir Alfred Butt sent his acceptance to Mr. Guedella by mail, and on Saturday while Mr. Guedella was in Paris with me. his office sent by special messenger, Sir Alfred Butt's acceptance.

In the meantime Mr. Manning kept on buying as per instructions received from Mr. Grey.

Immediately upon my return from Paris, I ascertained all the facts, saw the letters from Mr. Guedella and Sir Alfred Butt, also Mr. Grey's cablegrams and insisted that we must try and get out of this arrangement. I took the matter up with Mr. Guedella and he informed me that nothing could be done - that the Agreement was binding and it had to stand.

I then went into the story carefully with Mr. Jones and Mr. Manning - Jones insisting that he acted only on Manning's request and Manning insisting otherwise.

If Sir Alfred Butt had taken legal action against us, undoubtedly he would have lost, because Mr. Guedella advised that we were within our rights. Never-the-less, the undesirable publicity which we would have attracted by reason of our protecting, would have been injurious to us and to Mr. D. W. Griffith, in that it would publish to the world, the reason for the extraordinary run of WAY DOWN EAST at the Empire Theatre.

It is frequently commented upon in the newspapers that WAY DOWN EAST is proving to the Theatre owners and public

that a super-film can run for four months at a West End Theatre at legitimate theatre prices, where rents are notoriously prohibitive and when this effort has never before succeeded.

Having in view all the circumstances of the case. I have come to the conclusion that both Mr. Jones and Mr. Manning were misguided in the action they took, through excessive zeal and over-anxiety. I am, however, certain, that they both acted in good faith and solely in the interests of everybody concerned.

Yours sincerely,

A.C.Berman (Signed)
General Manager
THE ALLIED ARTISTS CORPORATION, LTD.

ACB/ER

ADDRESS OFFICIAL COMMUNICATIONS TO STATE TAX DEPARTMENT

STATE OF NEW YORK

STATE TAX COMMISSION
WALTER W. LAW, JR., PRESIDENT
JOHN J. MERRILL
WALTER H. KNAPP

CORPORATION AND STOCK TRANSFER BUREAU
NEWELL W. CANFIELD
DEPUTY COMMISSIONER

TAX DEPARTMENT

ALBANY December 10 1921.

ADDRESS YOUR REPLY TO
STATE TAX DEPARTMENT
CORPORATION BUREAU

REFER TO FILE NO. A-178999-H ATTENTION MR. Austin

Case Epping 12/29/21

D. W.Griffith, Inc.
Care of Mr. J. C. Epping
Room 303, Longacre Building
42nd St. & Broadway
New York City

Gentlemen:

Enclosed find franchise tax assessment under Article 9-A of the tax law for the year ending October 31, 1922.

Yours very truly

STATE TAX DEPARTMENT

By N W Canfield
Deputy

D
Bill

Has payable 4½% on entire profits.
See Mr Epping.

Originally figured on about ¼ of profit on the grounds that profit was made outside the state of N.Y. State Dept said nothing doing. Hence this law is correct JJS.

D. W. GRIFFITH LABORATORY.
Mamaroneck, New York.

December 10th 1921.

REPORT OF LABORATORY WORK DONE DURING WEEK.

	Tests	Releases	Samples	Negatives.
Way Down East		173		
The Idol Dancer		388		
Romance		471		
The Love Flower		171		
Broken Blossoms		2183		
Dream Street		442		
Mother & The Law		12652		
Intolerance		370		
The Fall Of Babylon		12377		
Samples U-3			4586	3416
		29227	4586	3416

Positive stock used

Eastman	4187
Belgian	112
Agfa	29514
	33813

Negative stock used

Eastman	3416

7

THE POSTMASTER GENERAL
WASHINGTON

December 12, 1921.

Confidential

Mr. D. W. Griffith,
Mamaroneck,
New York.

My dear Mr. Griffith:

I am very grateful for your letter.

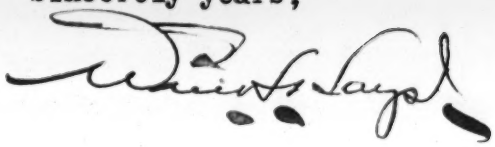
When I came back from the West on Friday I received the joint letter relative to my suggested connection with the National Association of Motion Picture Producers and Distributers and was, of course, deeply moved by the confidence and friendship which it evidences. I realize the magnitude of the matter and the almost immeasurable potentiality for good and for constructive progress involved in the purposes of the Association. It appeals to me very much, as it must appeal to any man who realizes the ever increasingly important place which the screen will occupy in our advancing civilization. When one thinks of it, it is almost impossible to vision the opportunities for far reaching good which is in the hands of you men who have pioneered and made this great industry.

You will, of course, recognize the difficulties which I encounter here in the effort to decide immediately what I ought to do. There are certain phases of the general activities in Washington in connection with which I am charged with responsibilities and in addition I have the duties of the particular task which is mine in the administration and a very definite duty to the President. I must weigh carefully this duty as it relates to matters here and this I know you would have me do. Just as certainly I want carefully to consider how much good I can do, how much service I can be to you and to the others and to things generally in the suggested new activity.

The whole matter is one which warrants most careful thought and I want to give it that consideration which its magnitude and importance so well merit. This I am going to do and will let you know as soon as possible.

With assurances of my deepest appreciation, and very warmest personal regards, I am

Sincerely yours,



STROOCK & STROOCK

M. J. STROOCK
S. M. STROOCK
CHARLES LEVY
W. S. DRYFOOS

CABLE ADDRESS "PLASTROOCK"
WESTERN UNION CODE

SOUTHERN BUILDING
WASHINGTON, D.C.

141 Broadway
New York December 12, 1921.

Albert H. T. Banzhaf, Esq.,
% Banzhaf & Pembleton,
130 West 42nd Street,
New York City.

Re: Carl Fischer with D.W. Griffith, Inc.

Dear Mr. Banzhaf,

Referring to my note to you of the 9th inst., I advise you that upon inquiry it appears that there was printed by your client 250 full orchestra arrangements including piano parts of the score for "Dream Street" and in addition thereto 250 extra piano parts. As a result thereof we have re-written page "2" of the document, copy of which I submitted to you with my letter of the 9th inst. I am enclosing herewith a copy of my last revise of page "2". Will you please arrange that the page herewith enclosed shall be substituted for page "2" of the copy of the document that you have.

Please acknowledge receipt hereof.

Yours truly,

STROOCK & STROOCK,

By M J Stroock

MJS/IF
Enc.

Dream Street

CARL FISCHER

with

D. W. GRIFFITH, INC.

A G R E E M E N T.

Stroock & Stroock,
Counsellors at Law,
141 Broadway,
New York City.

·D 12/8/21

A G R E E M E N T made and entered into this day of December, 1921, by and between the firm of CARL FISCHER, as now or hereafter constituted, having its principal place of business at No. 48 Cooper Square, in the Borough of Manhattan, City of New York, hereinafter called "Fischer", party of the first part, and D. W. GRIFFITH, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, having its principal place of business at No. 1476 Broadway, in the Borough of Manhattan, City of New York, hereinafter called "Griffith", as party of the second part,

W I T N E S S E T H:

WHEREAS, Fischer is engaged in the music publishing business and is the owner of United States copyrights covering many musical compositions and arrangements; and

WHEREAS, Griffith is engaged in the business of producing and leasing for the purpose of exhibition or projection motion pictures; and

WHEREAS, Griffith for some time past has been arranging and printing musical scores for use in connection with the exhibition of its productions, or some of them; and

WHEREAS, through a misapprehension of its rights and those of Fischer on the part of some persons connected with its organization, Griffith has arranged and printed certain musical scores which contain certain musical compositions or arrangements, or parts thereof, upon which the United States copyrights were and are owned by Fischer; and

WHEREAS, Griffith recognizes the property rights of Fischer in such musical compositions and arrangements so used, and wishes not only to discontinue any improper methods adopted by its organization in the use of such musical compositions and arrangements, but also to agree upon terms under which it may in future obtain the right to introduce in its scores such musical compositions and arrangements when the United States copyrights thereon are owned by Fischer; and

WHEREAS, Fischer desires to co-operate with Griffith in accomplishing such ends;

NOW, THEREFORE, in consideration of the premises and of the mutual and reciprocal promises, covenants and agreements hereinafter contained, and in further con-

sideration of one dollar, lawful money of the United States, by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed as follows:

FIRST: Griffith covenants and agrees that the only musical scores compiled by it now in actual use in connection with the exhibition or projection of any motion pictures produced, owned or controlled by it are two in number, to wit:- those printed in connection with the exhibition or projection of the motion pictures designated and known as "Dream Street" and "Way Down East"; that no musical composition or arrangement, the United States copyright upon which is owned by Fischer, or any part thereof, is introduced in the said musical score printed in connection with "Way Down East"; that in the said musical score printed in connection with "Dream Street" the following described musical compositions or arrangements, upon which the United States copyrights are owned by Fischer, or parts thereof, are

NAME	LIST PRICE	TIMES.
Torch Dance,	2.80	1
Der Freischutz	2.20	2
Fourteen Fathoms Deep,	1.50	3

That of the said musical score so printed in connection with "Dream Street" two hundred and fifty (250) copies full orchestra and two hundred and fifty (250) copies extra piano parts, only and no more, have been printed; that Griffith will pay to Fischer at the time of the execution and delivery of this agreement one and one-quarter times the gross list price of the amount of such printed music necessary to make up the said number of such scores if the same had been made up from the printed sheets as published by Fischer, which is hereby agreed to be the sum of three thousand six hundred and fifty-six and 25/100 ($3656.25) dollars.

SECOND: Griffith covenants and agrees that it will immediately amex or cause to be annexed to every such musical score so printed in connection with "Dream Street" whether now issued or unissued, an index which shall bear the name of any and every Fischer copyrighted musical composition or arrangement, of which the whole or any part is included in such score, together with the usual copyright notice and the composer's or arranger's name and the publisher's list price for the same.

sideration of one dollar, lawful money of the United States, by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed as follows:

FIRST: Griffith covenants and agrees that the only musical scores compiled by it now in actual use in connection with the exhibition or projection of any motion pictures produced, owned or controlled by it are two in number, to wit: - those printed in connection with the exhibition or projection of the motion pictures designated and known as "Dream Street" and "Way Down East"; that no musical composition or arrangement, the United States copyright upon which is owned by Fischer, or any part thereof, is introduced in the said musical score printed in connection with "Way Down East"; that in the said musical score printed in connection with "Dream Street" the following described musical compositions or arrangements, upon which the United States copyrights are owned by Fischer, or parts thereof, are

NAME.	LIST PRICE.	TIMES.
Torch Dance,	2.40	1
Der Freischutz,	1.85	2
Fourteen Fathoms Deep,	1.25	3.

That of the said musical score so printed in connection with "Dream Street" two hundred and fifty (250) copies full orchestra only and no more, have been printed; that Griffith will pay to Fischer at the time of the execution and delivery of this agreement one and one-quarter times the gross list price of the amount of such printed music necessary to make up the said number of such scores if the same had been made up from the printed sheets as published by Fischer, which is hereby agreed to be the sum of three thousand and seventy-eight 13/100 ($3078.13) dollars.

SECOND: Griffith covenants and agrees that it will immediately annex or cause to be annexed to every such musical score so printed in connection with "Dream Street", whether now issued or unissued, an index which shall bear the name of any and every Fischer copyrighted musical composition or arrangement, of which the whole or any part is included in such score, together with the usual copyright notice and the composer's or arranger's name and the publisher's list price for the same.

THIRD: In the event that in the production of any such or similar musical score in the future, Griffith shall or may desire to introduce any musical composition or arrangement, the United States copyright upon which shall be owned by Fischer, it is mutually covenanted and agreed that Griffith shall apply to Fischer for a license to introduce each such piece of such musical composition or arrangement, or any part thereof, required for any specified score, which said license may be refused or granted by Fischer in its uncontrolled discretion; such license to be in each instance confined to one particular score for a named picture, and if granted by Fischer to Griffith, shall be so granted upon the following terms and conditions: Griffith to pay Fischer as and for a royalty under such license a sum equal to twenty-five per cent. of Fischer's gross list price for the said musical composition or arrangement, or any part thereof, for each time the said musical composition or arrangement, or any part thereof, shall be introduced into or repeated in any such score multiplied by the number of scores printed in each specific instance, Griffith covenanting and agreeing that the minimum edition of any score shall be one hundred copies, it being the purpose and intent of this paragraph that the sum to be paid by Griffith as royalty in any case shall be determined by the number of scores not less than one hundred to be printed, multiplied by the number of times any such musical composition or arrangement, or any part thereof, is introduced therein times twenty-five per cent. of the said list price, Griffith further covenants and agrees that in printing any and all of the said scores, it will print upon the face thereof, wherever therein any such musical composition or arrangement, or any part thereof, shall appear the usual copyright notice, and each score so produced shall bear upon the face thereof the name or title of any and all of the musical compositions or arrangements from which any part or extract is taken, together with the publisher's, composer's and/or arranger's name. That each score shall bear on the outside of the cover, or on an inside title page, a list of all such musical compositions and/or arrangements, of which the whole or any part have been used therein, with the publisher's, composer's and/or arranger's name and Fischer's list price therefor, and in addition there shall be imprinted on the front cover of each such score so printed or prepared, a plainly legible printed notice to the effect that such score contains musical compositions and/or arrangements, or parts thereof, the copyright of which is owned by Fischer.

FOURTH: Griffith covenants and agrees that when any motion picture produced or controlled by it

with the presentation or exhibition of which a particular score produced under the provisions of paragraph numbered "THIRD" of this agreement has been introduced, shall for any reason whatsoever be abandoned or ceased to be exhibited, all such scores used in connection therewith shall be destroyed under the supervision of Fischer, or its representative, and no such score shall be introduced in any event in connection with the presentation or exhibition of any other or different picture than that for which it was produced under the said license from Fischer.

FIFTH: Fischer covenants and agrees that it will and it hereby does forever release and discharge Griffith from any and all liability of every character whatsoever with respect to the use of any copyrighted musical composition and/or arrangement, the United States copyrights upon which are owned by Fischer, introduced by Griffith in making up any musical score other than those herein specifically enumerated, so far as the past use of such scores is concerned, upon the express condition, however, that in the event that if any such score or scores shall be reissued by Griffith in connection either with the motion picture for which the same was originally produced, or with any other motion picture, Griffith shall first obtain Fischer's written assent thereto and Griffith shall pay to Fischer for introducing or scoring any musical composition and arrangement, or any part or extract thereof, the United States copyrights upon which are or shall be owned by Fischer, at the same rate in all respects as is provided for a license for such musical compositions and arrangements in connection with the production of new scores as provided in paragraph "THIRD" of this agreement.

SIXTH: Griffith covenants and agrees that the adjustment contained in this agreement shall be given publicity at its expense by publication of an appropriate statement in "Exhibition Trade Review" and "Metronome", in the form of a statement issued by Griffith which may be prepared by it, but shall be subject both as to form and substance to the approval of Fischer.

SEVENTH: It is mutually covenanted and agreed by and between the respective parties hereto that they will co-operate each with the other for the purpose of aiding in seeking to suppress the unauthorized or improper use of copyrighted material whether it be with relation to motion pictures or published music, and more particularly in the event that either party shall learn of such use of

any such copyrighted material, the property of the other, the party so learning of such use shall promptly advise the other of that fact.

IN WITNESS WHEREOF, the party of the second part hereto has caused these presents to be signed by its President, its corporate seal to be hereto affixed, attested by its Secretary, and the party of the first part has hereunto set its hand and seal the day and year first above written.

CARL FISCHER,

By _____

A partner. (L.S.)

D. W. GRIFFITH, INC.,

By _____

President. (SEAL)

Attest:

_____

Secretary.

STATE, CITY AND COUNTY OF NEW YORK, ss:

On this day of December, 1921, before me personally appeared Walter S. Fischer, to me known and known to me to be one of the persons described in and who executed the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same. And he did further acknowledge to me that he was a member of the firm of Carl Fischer and that he had full power and authority to sign the said firm name and to execute the foregoing instrument for and on behalf of the said firm, and that he did sign, execute and acknowledge the foregoing for and on behalf of the said firm pursuant to such authority.

STATE, CITY AND COUNTY OF NEW YORK, ss:

On this day of December, 1921, before me personally came to me known, who being by me duly sworn, did depose and say: That he resides in ; that he is the President of D. W. Griffith, Inc., the corporation described in and which executed the above instrument, and that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by the like order.

NEW YORK EVENING JOURNAL
Office of A. BRISBANE

7

December 13th, 1921.

My dear Mr. Griffith:

I read with interest what you wrote concerning the Income tax. Of course the system is preposterous. For takinghalf of what a man earns from year to year is simply confiscation of capital -- inasmuch as a man's capital is his life, I mean a man of your type producing. Mr. Hearst's newspapers are advocating the sales tax. It seems to be the only solution.

Yours sincerely,

A. Brisbane

THE COURIER-NEWS

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TUESDAY, DECEMBER 13, 1921

GRIFFITH'S "TWO ORPHANS"

D. W. Griffith, who long ago attained fame as a producer of motion pictures of the "better sort," and whose first success was the production of "The Birth of a Nation," followed later by "Intolerance," "Dream Street" and "Way Down East," comes to the fore again with something better than any of his previous efforts, exceptionally meritorious though they have been.

Mr. Griffith presented to a representative audience in the Plainfield Theatre, last night, his latest creation, "The Two Orphans." This picture should be seen by every school girl and boy; it should be seen by their fathers and their mothers; it ought to attract the attention of ministers of every denomination; politicians and reformers of every degree, because it is clean; it is wholesome; it inspires, thrills and educates in the science of government and sociology; it is a big contribution to the history of the past, presenting it in an understandable and forceful manner, and carries with it a warning for the future that can only escape the mistakes of the past, by avoiding their cause.

Mr. Griffith, as every one knows, has never catered to the sordid minded in his efforts to present entertaining features. Every one of his productions has an educational value. Those who saw "The Birth of a Nation" got a better idea of the causes that led to the Civil War, the significance of the period of reconstruction—they fully realized that this nation in order to remain a unit was obliged to pass through a welter of bloodshed, and endure great suffering and privation.

"Intolerance" depicted the inconsistencies of human nature; showed how those who regard it as their mission to serve humanity, sometimes assume a tyrannical attitude that makes their minstrations something to be feared—detested, rather than welcomed.

"Way Down East," a homely story of New England life, showed the triumph of love that overcame the hypocrisy and sham of a rural community in which a girl whose confidence had been betrayed by a miserable wretch, who seeks to further degrade his victim through the reproach of those whose pretended Christianity lacks that charitable foundation without which Christianity becomes a hollow mockery, fails.

The latest effort of Mr. Griffith, "The Two Orphans," recalls to the older generation the name of Kate Claxton, who won fame in the long ago as the star of this play.

Mr. Griffith's "Two Orphans" is not the same thing. He has woven the story of the French Revolution around the "Two Orphans" and has produced a spectacle that places him in the forefront of producers. Give him a niche in the Hall of Fame among the educators of his time, for he is an educator.

The Gish sisters; Monte Blue, as "Danton;" Sidney Herbert, as "Robespierre;" Lucille La Verne, as "Mother Fochard;" Frank Puglia, as "Pierre Fochard;" Creighton Hale, as "Picard," and Frank Losee, as "Count DeLinieres," portrayed their parts well; in fact, the entire cast, even those who took part in mob and military actions of the picture, performed with a degree of perfection that stamped them as masters of the art of acting.

Those who saw Griffith's latest picture at the Plainfield Theatre last night learned more about the French Revolution and its causes than they could have learned through the reading of many books, consuming several hours, and everything that Mr. Griffith portrays upon the screen in this production is based upon such historical authorities as Taine, Guizot, Abbott, and in particular, Thomas Carlyle's "History of the French Revolution."

Those who see this picture will be entertained and edified. It will send them away with a new thought—a better appreciation of the government under which we live, and imbued with a resolve to curb in every way possible the machinations of pretending politicians, disturbers of the social and economic order that has made America great.

Allied Artists Corporation, Ltd.
86-88 Wardour Street,
London, W. I.

December 14, 1921.

Hiram Abrams, Esq.,
Chairman, Allied Artists Corporation, Ltd.,
729 Seventh Avenue, New York.

Dear Mr. Abrams:

I am addressing you on a subject which I believe will interest you and in giving my observations, I do so that you may judge their value, for yourself.

Can the Allied Artists with its limited number of releases become a permanent and powerful factor in the life of the Industry in this Country?

As you undoubtedly know, there are in all, a little over thirty-five hundred theatres in the United Kingdom, out of which number at least two-thirds are so small and unimportant that our product can never hope to play - leaving ourrevenue to be obtained from the remaining one-third.

While the people of England are substantially similar in their tastes and mode of living, their likes and dislikes, as are the people of America, nevertheless here we find fewer patrons of the movies for a territory as large as this, than we do elsewhere in the world. In other words, the vast majority of the public has not, as yet, been educated to the movies, as have the people of America, principally because over here very little attention has been paid to advertising, music, presentation and all other things usually done by showmen to attract patrons, also because of a lack of first-class houses and of first-class showmen.

We have over here also, a situation that does not exist in America, and that is, that on this market is dumped the product of America, England, some French - Italian and Swedish pictures as well as German pictures which are about to be released, and naturally with the small number of theatres, you can readily understand that the supply becomes greater than the demand.

Despite insidious press propaganda and continual jibes at American pictures, I feel quite certain in saying that at least eighty per cent. of the programmes of the English exhibitors consists of American pictures.

With the limited number of pictures that we have, the exhibitor can afford to assume an independent attitude, as he often does, but with our product plus the product of another good organization, we could easily reach the top of the ladder and retain and maintain the most formidable position in the industry.

Our little organization over here is in a position to very easily handle additional product without any great trouble or any substantial increase of our overhead, and it is needless for me to say that if we did take on additional product, it would diminish our overhead and substantially increase our earnings.

mIn England, Goldwyn, Famous, Fox and First National have their own organizations. Metro releases through Sir Wm Jury, Selznick through Walturdaw, Universal through F.B.O. etc. and of all these organizations the institution with the best reputation is Goldwyn.

Goldwyn is highly respected here and its product is very well received and I continually hear from exhibitors from all parts of England, very laudatory statements about their pictures and their organization.

Why then, wouldn't it be practical for us to enter into some kind of a working arrangement with them by the term of which both organizations would be housed under one roof?

With Mr. F. J. Godsol, I have gone somewhat into the figures of the Goldwyn Company and I find that they have been doing very nicely here and running their business at a good profit.

For years the life blood of this industry has been sapped by the tremendous cost of distribution and by the enormous waste that has been encouraged, making it impossible to efficiently and economically carry on, with the consequent result that when the financial statements of the various companies appear we find carried as assets a great many worthless items in order to make the organization appear sound and substantial when as a matter of fact, I believe that most of the large distributing companies, if they dared tell the truth, would find themselves hopelessly insolvent.

While I have not any doubt that this suggestion of mine is open to the following objections, that our stars and yourself fought for the independence of the screen, that this has been accomplished, that this thought violates the principles which prompted the formation of the United Artists, that the United Artists will be affected in America, etc., nevertheless, these objections can be overcome.

These are days of associations, combinations and mergers for material benefit and we have no better illustration than the League of Nations, which America refused to enter, the Peace Conference at Washington, which is helping the World so much, the settlement of the Irish question, which without doubt is one of the greatest events in the History of England, the settlement of the Reparation question which will soon take place - what are these if not mergers of important ideas to bring about a better condition and consolidate a common principle? It applies to our industry in as great a degree of comparison.

In these days of competition and strife, any affiliation that tends to strengthen one's present position is advancement.

Sincerely yours,
A. C. Berman (Signed)

COPY OF RADIOGRAM

PARIS 14

BURKLAW

NY (Nathan Burkan 1451 Bway)

ORPHANS GAUMONT PATHE HAVE NO RIGHTS PATHE PROPOSE NEGOTIATING FOR SAME

ELIGIBLE

Copy for Mr. Banzhaf

2-20 11-4-336

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

140 Broadway
New York, December 14, 1921.

315,000.00
266,924.45
48,075.55

D. W. Griffith, Inc.,
Orienta Point,
Marmaroneck, N. Y.

Please be advised that we have passed the following entries to your DOLLAR account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
679.48 1499.43 2178.91 226,350.39 13,395.15 241,924.45 25,000.00 266,924.45	12/13/21	$696.98 679.48 US 17.50 696.98	Remittance received from the United Artists Corporation.
	12/12/21	150.52	Remittance received ffom the United Artists Corporation. Check on the Dominion Bank of Canada $164.50, discounted @ 8½%.
	12/14/21	2500.00	Remittance of December 12th. The balance of your loan after the application of the above amounts is $48,075.55.

Yours very truly,

Guaranty Trust Company of New York
Industrial FOREIGN DEPARTMENT

ORIGINAL

December 15th 1921.

Messrs. Edwards, Murphy & Minton,
26 Liberty Street,
New York City. Attention Mr. W.B.L. Edwards.
Re: Griffith "Dream Street" Schirmer
music matter.
Without prejudice.

Dear Mr. Edwards:

Relative to the proposed agreement which you forwarded to me in re the above matter, I beg to advise that we must have the following changes made therein:

1. In Paragraph FIRST, GRIFFITH cannot covenant and agree that the only musical scores compiled by it now in actual use in connection with the exhibition or projection of any motion picture produced, owned or controlled by it are two in number, nor can it covenant that no part of any of the score used in "Way Down East" does not contain musical compositions or arrangement of United States copyright upon which is owned by Schirmer (or any of the parties to this or a similar agreement).

I have been advised, however, that Schirmer has examined the musical score of "Way Down East" and that no such music is therein used and we therefore feel that since there is no such selection belonging to Schirmer or the other signatories to this agreement that such covenants should be omitted.

2. We cannot limit the covenant to production therein named for the reason that there are other motion pictures which are still being exploited, together with which musical compositions may be played.

I also suggest that the name of each song should be mentioned by title under which it was copyrighted, together with the data as to when the same was copyrighted and the composers' and arrangers' name and the publishers' list price thereof, as the title given in said paragraph, viz; "G.Schirmer Galaxy of Orchestra Music, etc." may lead to confusion.

3. In said FIRST paragraph, relative to the Schirmer music, the number of times that one of the songs was played is

incorrectly stated as two. The schedule should be as follows: 1-1-7-1-1.

4. The provision for piano parts should be eliminated. There was no agreement made as to piano parts in the draft agreement upon the basis of which the settlement was agreed upon, and to now insert piano parts would change our entire calculation upon the basis of which our settlement was made as far as financial compensation is concerned.

5. The price of said music should be the list price less 10% as Mr. Prohlich and I have always understood would be the basis of the settlement and which was promised at the interview at Mr. Edward's office, at which Mr. Way was present.

We certainly are entitled to the usual trade discount.

6. At the end of Paragraph SECOND, the following should be appended:

"information on which is to be furnished by Schirmer."(or other signatory.)

7. In Paragraph FOURTH, the use of the music should be given to Griffith for the life of the copyright of the picture, inasmuch as the music once being paid for in connection with a specific motion picture production, the right to use such copyright should continue during the life of that production.

This would limit the use of such score to the specific production for which the music was originally intended and purchased.

8. The release as provided in Paragraph FIFTH should run to the Griffith Corporation and to D.W.Griffith individually, his heirs and assigns and any pictures that are now being used, other than "WAY DOWN EAST" and "BROADWAY STREET" should be excepted as to all future use, because the feature pictures have a value of current exhibition and some are now being so exhibited. The exception can run to Program pictures which are taken off the market for over a period of two years and then reissued, and as to those, if the same are reissued and the musical composition used, then the payments as provided in Paragraph THIRD should apply.

9. In Paragraph SIXTH; the advertising matter

should be limited to one issue of each of the publications therein designated.

I have gone over these matters very fully with Mr. Frohlich and we deem each and every one of them essential changes to the terms of the proposed contract, and therefore request that you kindly have the proposed agreement redrawn in accordance therewith.

I am sending a copy of this letter to Mr. Stroock for his information as the same conditions apply to both proposed agreements.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AHTB/GD

C. W. OBERLIN COLLEGE LIBRARY
MUSEUM OF MODERN ART FILM LIBRARY

UNITED STATES CORPORATION COMPANY
65 Cedar St. N.Y.C.

December 15th 1921

IN RE: EPOCH PRODUCING CORPORATION.

Albert H.T.Banzhaf, Esq.,
180 West 42nd St.,
New York City.

Dear Sir:

Your attention is called to New York State report and tax requirements for Domestic and Foreign corporations.

1. January 1st is the last day to pay Corporation Income Tax to the State Tax commission. This applies only to business corporations having filed report 3 I.T., July 1st.(Article 9a of Tax Law, sec. 219c as amended).

2. January 15th - Franchise Tax payable to State Treasurer. This does not apply to corporations paying Corporation Income Tax to State Tax Commission. (Tax Law sec.197 as amendd.)

Very truly yours,

UNITED STATES CORPORATION COMPANY

December 15th 1921.

Messrs. Stroock & Stroock,
#141 Broadway,
New York City.

Attention M.J.Stroock.
Re: Fisher-Griffith proposed agreement.
Without prejudice.

Dear Mr. Stroock:

I am enclosing herewith copy of letter which I have this day forwarded to Mr. Edwards, which letter speakes for itself and which we believe applies to the proposed terms of your contract, which together with the amended page #2, which you sent me under date of the 12th inst., now makes these proposed agreements of Schirmer and Fisher identical.

Thanking you for your prompt attention to this matter, I remain

Very truly yours,

AHTB/GD
Enc.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH F. J. LEARY
J. Y. G. WALKER H. M. POPHAM
J. V. B. THAYER C. R. BERRIEN
F. J. FULLER F. B. SMIDT
B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

80 BROADWAY

NEW YORK

December 15, 1921.

J. C. Epping, Esq., Treas.,
D. W. Griffith Incorporated,
Longacre Building,
Broadway & 42nd Street,
New York City.

Dear Sir:

We beg to acknowledge receipt of check drawn to our order for $12,500. to be applied on account of "The Two Orphans" loan. After making the above payment there remains a balance of $290,000.

Thanking you for your check, we remain

Very truly yours,

Assistant Secretary.

WHS:DR
BANKING

NATHAN BURKAN
COUNSELOR AT LAW
1451 BROADWAY
NEW YORK

TELEPHONE BRYANT 7166
CABLE ADDRESS "BURKLAW NEW YORK"

CHARLES SCHWARTZ
LOUIS D. FROHLICH
HUGO VOGT

December 15, 1921

Albert H. T. Banzhaf, Esq.,
130 W. 42nd Street,
New York City

Dear Mr. Banzhaf:

Below are the objections to the contract proposed by Mr. Edwards and Messrs. Stroock and Stroock, as agreed upon by us this morning:

1. We object to the statement in paragraph "First", that Griffith covenants that he has used no other musical scores in connection with motion pictures.

2. The name of each song should be mentioned by the title under which it was copyrighted. The title given in the "Second" paragraph would lead to confusion.

3. The number of times that one of the songs was played is incorrectly stated as two. It should be one. In other words, it should be 1-1-7-1-1.

4. The provision for piano parts should be eliminated. There is no agreement as to piano parts. When we pay at the rates we have agreed upon for orchestrations, we certainly do not wish to pay in addition to that for the piano part. The piano part has been inserted since the terms of settlement were agreed upon, and would mean a substantial increase in the amount, which is contrary to the settlement.

5. Griffith is entitled to a trade discount of 10%. That was promised us at the interview.

6. At the end of paragraph "Second", the words "information to be furnished by Schirmer", should be added.

7. In paragraph "Fourth", the use of the music should be given to Griffith for the life of the copyright of the picture as it is sometimes desirable to re-issue pictures after a number of years.

8. Griffith, Griffith individually, and his assignees, should be released as well, and any pictures that are now being used other than "Way Down East" and "Dream Street", should be exempted as to all future use, because some of the pictures have a value for current exhibition and they do not want any litigation with them.

9. In Paragraph "Sixth", the advertising matter should be limited to one issue of the publication.

LDF:HL

Very truly yours,

Nathan Burkan

D.W. Griffith

December 15, 1921

Commissioner of Internal Revenue,
Dept. Collection Tax on Motion Picture Film,
Washington, D. C.

In re notice and demand for sales tax
August 1921 79-0 #728A form #822 revised
September 1920;
Also same form dated August 1921 79-1;
Date of assessment of alleged penalty due
December 18, 1921; Collector of Internal
Revenue, Philadelphia, Pa.

Sir:

Our clients, D. W. Griffith, Inc., received the afore notices and demand for alleged tax and penalties due December 18, 1921, which were mailed to an alleged address of D. W. Griffith Productions at 1519 Pine Street, Philadelphia.

These notices eventually came to our clients' offices at 1476 Broadway, New York, N. Y., on December 9th last, and our representative and auditor as soon as possible visited the Philadelphia Collector's office, viz: on December 14th, for the purpose of ascertaining the nature of the alleged assessment and the reasons therefor.

At said office he was advised that he must pay the tax December 18th next unless an extension were granted by your Department. We therefore respectfully request an extension of thirty (30) days in which to make these payments of the alleged tax due for the following reasons:

Our client, D. W. Griffith, Inc., has been operating what in the parlance of the trade is known as "road shows", exhibiting in the one instance the picture entitled "Way Down East" and has made its returns monthly pursuant to Article 5 Regulations #56 supplemental to T.D. 2868 under Title 9 Section 906 of the Act of 1918, as owner-exhibitors. All these reports were made in the City of New York to the Collector in said City and have been made at this point since the road showing of said picture for and after the month of September 1920 to and including the last date of road showing. During the year 1920 this corporation had in operation from time to time from one to sixteen road shows, either for an extended run in the big cities or traveling throughout the country to the smaller cities.

Pursuant to the custom of the Auditing Department of

the corporation and the contracts with the theatre owners, monthly statements were filed with the Tax Department at the City of New York showing the Company's net profit it derived from exhibiting said picture during the course of the preceding month, pursuant to Article 5 as aforesaid, and these reports have always been open for inspection to the New York Collector's office, and it has been the custom to make the same through the New York office, which is the main and home office of the corporation, where the final reports as to the profits of said road shows are determined, and where the said reports are on file.

The first intimation our clients have had of the aforesaid reports was that as aforesaid stated, and we believe that the Philadelphia Office is in error in assessing the tax and penalties for the reason aforesaid, as the taxes for the Philadelphia engagement have already been paid through the New York Office.

We therefore again request extension of thirty days in order that our Auditor may adjust this matter with your Department at Washington.

The amount of penalites and alleged tax as claimed is for the one $12227.39, and the other $1417.84.

No previous application for the extension of time has been made.

We are sending a copy of this letter to the Department's Office at Philadelphia for its information.

Respectfully,

AHTB:RR

McCarthy

COPY OF C A B L E

Dec 17 1921

PARIS 14

BURKLAW

NY

LETTER CABLE RECEIVED INVESTIGATING WILL REPORT

IMMEDIATELY ANY RESULTS TWO ORPHANS

ELIGBLE

STROOCK & STROOCK

M. J. STROOCK
S. M. STROOCK
CHARLES LEVY
W. S. DRYFOOS M-D

CABLE ADDRESS "PLASTROOCK"
WESTERN UNION CODE

SOUTHERN BUILDING
WASHINGTON, D.C.

141 Broadway
New York

December 17,1921

Albert H. T. Banzhaf, Esq.,
Banzhaf & Pembleton,
130 West 42d St, City.

Dear Mr. Banzhaf:

FISCHER v. GRIFFITH.

I acknowledge receipt of yours of the 15th instant with carbon copy of letter of same date addressed to Messrs Edwards, Murphy & Minton.

At my very earliest opportunity I will arrange to confer with our clients and also with Mr. Edwards regarding the comments made by you upon the form of the agreement submitted by Mr. Edwards and myself to you.

Yours very truly, M J Stroock

D. W. GRIFFITH LABORATORY.
Mamaroneck, New York.

December 17,1921.

REPORT OF LABORATORY WORK DONE DURING WEEK.

	Tests	Releases	Samples	Negatives
The Love Flower		56		
The Two Orphans		39205		
Mother & The Law		8771		
Fall Of Babylon		1174		
Samples U-3			7094	5435
		49206	7094	5435

Positive stock used

Eastman	44630
Belgian	1585
Agfa	10085
	56300

Negative stock used

Eastman	5435

2-20

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

11-4-338

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

140 Broadway
New York, December 18, 1921.

U.S. 227,815.87
CASH. 24,500.00
CANADA. 13,544.07
CUBA. 1,499.43
$270,359.37
$315,000.00
270,359.37
44,640.63

D. W. Griffith, Inc.,
Orienta Point,
Marmaroneck, N. Y.

Please be advised that we have passed the following entries to your "LOVE FLOWER" LOAN account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	12/17/21	$148.92	Remittance from the United Artists Corporation. Check on the Dominion Bank of Canada, Toronto for $161. discounted at 7½%. The outstanding balance of your loan after the application of this amount is $47,926.63.
	12/20/21	786.00	Payment received from United Artists Corporation. The balance of your loan after the application of this amount is $47,140.63.

Yours very truly,

Guaranty Trust Company of New York

FOREIGN DEPARTMENT

Industrial

ORIGINAL

DAVID W. GRIFFITH CORPORATION

Certificate

FOR

SHARES OF

CAPITAL STOCK

DATED

ISSUED TO

NOTICE. THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER.

For Value Received _____ *hereby sell, assign and transfer unto* _____ *the Shares of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint* _____ *Attorney to transfer the said Stock on the books of the within named Company, with full power of substitution in the premises.*

Dated _____ *191*

In presence of

_____ _____

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

INCORPORATED UNDER LAWS OF NEW YORK

FULL PAID AND NON-ASSESSABLE

NUMBER 7

SHARES —97—

DAVID W. GRIFFITH CORPORATION

CAPITAL STOCK $10,000

SHARES 100 EACH

This is to Certify that D W Griffith is the owner of Ninety Seven Shares of the Capital Stock of

DAVID W. GRIFFITH CORPORATION

transferable only on the books of the Company by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness the Seal of the Company and the signatures of its duly authorized Officers affixed this 19th day of December 1921

Albert E Banzhaf — TREASURER

D W Griffith — PRESIDENT

The Broun-Green Co., 48 John St. N.Y.

Mamaroneck, N. Y.
December 19, 1921.

Mr. John E. Gaffney,
Editor of The Courier-News,
Plainfield, N. J.

My dear Mr. Gaffney:--

Last Tuesday evening we read your editorial on our little play; and we hoped to thank you in person -- not altogether because you spoke in praise, but because in simple and therefor beautiful words you have clearly expressed that thing in the film which we perhaps sensed more as a hope than visioned as an active thought.

It is very pleasant to know that you feel we deserve praise. Infinitely more stimulating, however, is it to know that you found in this play a force for thought as well as charm for the moment. In these little parades we send out into the hurrying world to beguile a half-attentive pause, we try to show something more than the clowns, and the beautiful women and the calliope. We would also send along a thought, disguised perhaps, but yet there. And you give us strength by having found it.

I am deeply indebted to you for your talent and your courtesy; and I am deeply grateful.

Most Sincerely,

DWG-W

MEMORANDUM OF AGREEMENT entered into this 19th day of December, 1921, between GEORGE CLARK LIMITED, a corporation having its principal place of business at 47 Berners Street, London, England, hereinafter referred to as the "Producer", and R-C PICTURES CORPORATION, a Delaware corporation having its principal place of business at 723 Seventh Avenue, New York City, New York, hereinafter referred to as the "Company",

W I T N E S S E T H :

WHEREAS, the Producer has heretofore made, and now owns and controls the exclusive exhibition rights throughout the world outside of the territory known as the United Kingdom to a certain motion picture featuring IVY DUKE and GUY NEWELL, entitled THE BIGAMIST, and

WHEREAS, the Company desires to acquire and the Producer is willing to grant the sole and exclusive exhibition rights throughout the world exclusive of the United Kingdom to the said motion picture,

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar ($1.00), lawful money of the United States, by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed as follows:

1. The Producer agrees to deliver to the Company at the office of the Company, 723 Seventh Ave., New York, New York, within one month from the date of the execution of this contract, all negatives, negative cut-outs and not less than one (1) sample positive print of each negative of the motion picture entitled "The Bigamist". The said negatives and prints when delivered to the Company, shall be fully titled, edited, complete and in good condition.

2. The Producer hereby grants to the Company the sole and exclusive license to control and use for exhibition purposes the said negatives and prints (hereinafter referred to collectively as the said unit) throughout the world, exclusive of the territory of the United Kingdom, which is hereby defined to include England, Ireland, Scotland, Wales, Channel Island and the Isle of Man.

3. The Company agrees to use its best efforts to distribute the said unit throughout the said territory. In such distribution the Company shall act in a fiduciary capacity, but shall not incur for or on behalf of the Producer any liability to exhibitors, exchanges, or other persons, firms or corporations with which it may deal or contract.

The Company agrees that it will not hold itself out contrary to the terms hereof by advertising or otherwise and that the Producer shall not be liable for or boudn by any representation, act or omission of the Company. This contract does not and shall not be construed to constitute a partnership between the parties.

4. The Company will have positive prints of the said motion picture made in the number by it deemed necessary and shall charge the cost thereof against said unit, repayment to be made to the Company in the manner hereinafter provided. The term "cost of prints" shall include the actual cost thereof together with taxes and any expenses incurred for retitling, editing, etc.

5. All advertising, publicity and exploitation from the date hereof, in connection with the said unit, is to be handled by the Company which agrees to expend not more than twenty-five thousand dollars ($25,000.) on the said unit for advertising, publicity and exploitation. Advertising, publicity and exploitation are defined to include all expenses necessarily incurred both for material and for services in the

preparation of cuts, printed matter, press books, campaign books, circulars, pamphlets, post cards, and the use of bill boards, and any and all other similar advertising, publicity and exploitation devices. It is expressly understood that the Company may charge against advertising, publicity and exploitation salaries of employees insofar as salaries are paid for work done directly in connection with the advertising, publicity and exploitation of said unit.

In connection with such advertising, publicity and exploitation, the Company may use such expressions as "R-C Pictures Corporation Presents", "R-C Picture", "Robertson-Cole", "Robertson-Cole Special", and other similar expressions. All such advertising, publicity and exploitation shall make suitable mention of the motion picture as a "George Clark Production", and shall also give due prominence to the names of Ivy Duke and Guy Newell.

6. The Producer agrees to give to the Company at the time of delivery of the said unit, a complete statement containing the names of all persons of whom the Producer under its contracts is required to make mention, or to whom the Producer is required to give credit in the advertising, publicity and exploitation of the said unit. The Company agrees to conform to the requirements of said contracts entered into by the Producer with respect to such advertising, publicity and exploitation. The Producer agrees to hold the Company harmless from loss or damage which the Company may sustain by reason of its failure to make mention of or give credit to any person whose name is not contained in the said statement. The Producer agrees to defend at its own expense any suits for injunction or other law suits that may be instituted by persons whose names have been omitted from advertising, when names of such persons on whose behalf such suits are brought were not contained in the statement of the Company. It is further agreed that if any person

whose name has not been included in the said statement and whose name has not been placed by the Company on advertising, publicity and exploitation, shall make demand upon the Company that such name be used by the Company, the Company may, on a proper showing by such person of the right to have such name so used in connection with such unit, cause the said name to be placed on all future advertising, publicity and exploitation in connection with such unit, and charge the expense connected therewith against the unit, and the amount of such charge shall not be included within the maximum amount provided for in this contract for advertising, publicity and exploitation.

If the Company, or the distributing organization or organizations with which the Company contracts for the distribution of the said unit is enjoined or otherwise prevented from exhibiting the said unit by reason of the failure to mention the name of any person in advertising, publicity, and exploitation, and such failure is due to the negligence on the part of the Producer, the Company may, at its option, terminate this contract, and in that event the Producer shall pay to the Company at once all sums of money advanced by the Company less any sums already applied by the Company against such advances as herein provided.

7. The Company is not to charge against the Producer any sums expended for the manufacture of lithographs, lobby displays, or slides, but either the Company, the sublicensee or the distributing organization or organizations shall see to the preparation of proper lithographs, lobby displays and slides and defray the cost thereof; nor shall the Producer or the unit be credited with any sums of money received by the Company or its distributing organization from the sale or other disposition of such lithographs, lobby displays or slides.

8. The Company may change the title of the said unit and may re-edit the same to meet its requirements.

9. The Company may charge against the said unit, immediately upon the execution of this contract, the sum of two hundred fifty dollars ($250.) to cover incidental expenses incurred by the Company such as telegrams, telephone charges, etc.

10. The Company shall charge against the said unit, to be repaid as hereinafter provided, any sums which the Company is required to pay as taxes or censorship charges under any Federal, State, or other governmental law, ordinance or regulation for which the Company is not reimbursed by the exhibition and/or its distributing agent.

11. The Company may insure the said negatives and/or positive prints in such manner as it deems fit, but the Company shall be under no obligation to do so. Any amount expended by the Company for insurance shall be charged against the said unit and the Company shall be reimbursed therefor in the manner herein provided. The Producer may at its own cost keep the said unit insured to protect its own interest therein.

12. The Company shall arrange for distribution of the said unit throughout the United States through its own distributing agency or another of similar standing. Thirty-five percent (35%) of the gross proceeds from such distribution in the United States shall be retained by the distributing agency and the balance turned over to the Company and accounted for as hereinafter provided.

The Company shall dispose of exhibition rights outside of the United States and for its services in that connection shall deduct and retain as a distribution charge thirty-five percent (35%) of the gross proceeds received therefrom.

The sixty-five percent (65%) of the proceeds from distribution throughout the world (exclusive of the United Kingdom) remaining after deducting the distribution charge as aforesaid shall be applied first to reimburse the Company for all cash advances for prints, advertising, publicity, and exploitation, insurance premiums, taxes, censorship charges and incidentals as herein provided. Thereupon the said sixty-five percent (65%) of the said proceeds shall be turned over to the Producer up to an including the sum of Thirty-five thousand dollars ($35,000.00) . Thereafter the said sixty-five percent (65%) of the said proceeds shall be divided equally between the Producer and the Company:

Provided, however, that if at the end of six (6) months from the date of release of the said unit in the United States the amount received by the Producer shall not equal at least thirty-five thousand dollars ($35,000.) the company shall forthwith pay to the Producer the amount of the deficiency. Any sum thus paid shall be regarded as a cash advance to the Producer by the Company and the Company shall retain and apply the said sixty-five percent (65%) of the said proceeds to the repayment of the said amount until the Company shall have been fully reimbursed. Thereafter the said sixty-five percent (65%) of the said proceeds shall be divided equally between the Company and the Producer.

13. If the exhibition of the said unit is prohibited by any Board of Censorship or other similar body in any part of the territory of the United States or in any foreign country, the sum of thirty-five thousand dollars ($35,000.) herein guaranteed to the Producer shall be reduced by a percentage equivalent to the percentage which the said restricted territory is to the entire territory of the United States or in the case of foreign territory by the percentage which such foreign territory is to all territory outside of

the United States, according, in each instance, to the customary table of percentages.

14. It is agreed that the Company may arrange for the distribution of the said unit in the Dominion of Canada through The Exhibitors Distributing Corporation, Ltd. (hereinafter referred to as "Exhibitors") or any other distributing organization or organizations for the distribution of the said unit throughout the Dominion of Canada. If the arrangements are made with Exhibitors, said distribution shall be made under a contract the terms of which shall be substantially as follows: Exhibitors advances the sum of fifteen hundred dollars ($1500.) on said unit to the Company on account and also advances all customs, imports, and duties, all of which are charged against the said unit. Upon payment of the said advances, the Company furnishes Exhibitors with four (4) positive prints. From the gross film rentals received by Exhibitors from the distribution of said unit in the Dominion of Canada, Exhibitors deducts the amount paid by it for customs, imports, duties and extra prints beyond those supplied by the Company, if any, After these deductions have been made by Exhibitors, the total amount of gross film rentals remaining is divided equally between Exhibitors and the Company. Exhibitors deducts, however, from the share due the Company, the sum of fifteen hundred dollars ($1500.) advanced by Exhibitors.

Thirty-five percent (35%) of the fifty percent (50%) received by the Company shall be retained by the Companyas a distribution charge and the balance credited to the said unit on the account as herein provided.

15. Commencing one month after the release of said unit, the Company shall send to the Producer or his authorized agent, by mailing the same weekly to it, full and detailed reports showing the booking contracts made and the receipts and disbursements in connection with the distribution of the

said unit in every branch territory of the United States as well as throughout the rest of the world (exclusive of the United Kingdom). The Company shall remit to the Producer or his authorized agent any sums shown in the said reports to be due the Producer. The Company will, so far as they pertain to the said unit, permit the Producer or its representative at all reasonable times the right of access to its books, records and contracts and to the books, records and contracts of any distributing organization through which the said unit may be released in the United States, pursuant to the terms hereof.

The Producer shall have the right, at its own expense, to place and maintain a representative in the office of the Company, in order that the Producer shall have full opportunity to check and audit all transactions affecting the said unit.

16. If any actor or actress who appears in the star or other principal role in the said unit fails to conduct himself or herself at any time with due regard to public conventions and morals and does or commits anything tending to degrade him or her in society or bring him or her into public hatred, contempt, scorn or ridicule, or tending to shock, insult or offend the community or outrage public morals or decency, or tending to prejudice of the Company or the motion picture industry, in such event, the Company shall have the right to cancel and annul this contract in its entirety by giving five (5) days' notice to the Producer of its intention to do so, provided, however, that in such event, the Company, at its option, shall have the right to retain and distribute the said unit and retain and apply the proceeds remaining after deducting distribution charges, toward the reimbursement of advances made by the Company, without prejudice to the right to cancel this contract immediately.

17. The said unit shall be released by the Company or its agent within not more than two months from the date of delivery thereof in New York, New York.

18. The Producer shall deliver to the Company, free of charge, upon delivery of the said unit all "stills" of the said unit.

19. The Company hereby specifically agrees that in the distribution of this unit in the United States, the said unit will not be marketed or distributed on what is known in the motion picture trade as "program release", and rental, distribution or bookings of the said unit will not be made dependent in any manner whatsoever upon the acceptance by the exhibitors, or any of them of any other production or motion picture sold, handled or distributed by the Company. The Company agrees not to discriminate as to price or dates in favor of any exhibitor in consideration of said exhibitors using, promising or agreeing to use and exhibit any other of its productions, or any other production in which it may be, or may become interested.

20. In the event of any termination of this contract full and final accounting shall be promptly had between the parties hereto.

21. The Company shall provide in its contracts with its distributing agency, covenants in the customary form against the mutilation, destruction and duping of the said unit. Such provision shall be for the benefit of the Producer, and the Company agrees to enforce the same for the benefit of the Producer so far as it is within the power of the Company so to do, but the Producer may enforce said covenants for his own benefit. The Company agrees, so long as the said unit is in its possession, that it will not mutilate, destroy or dupe any of them; provided, however, that it is expressly agreed that the Company may change the titles of the said unit as it sees fit, and provided further that, if necessary

necessary to conform to the requirements of any board of censorship or other similar bodies, the Company may re-cut and re-edit the said unit and charge the cost thereof against the said unit, to be repaid upon the accounting hereinbefore provided for; and provided further that the Company may destroy any prints of said unit, when, in the opinion of the Company, such prints through use or otherwise become worthless for exhibition purposes. In the case of all prints thus destroyed, the Company shall submit an affidavit setting forth the circumstances of such destruction. Any prints thus destroyed may be replaced at the option of the Company by new prints the cost thereof to be advanced by the Company and repaid to the Company on the accounting hereinbefore provided for. Any moneys received from insurance shall be applied toward the cost of such new prints before requiring the Company to advance the cost thereof.

22. The Company will use its best efforts to grant sublicenses for cash only and shall provide in contracts with distributors that such distributors shall also use their best efforts to license the said unit for cash only. It is understood and agreed that the Company or the distributors, if they shall consider it in the best interest of effective distribution and exploitation of the unit, may license said unit on a percentage basis or other similar arrangement, but this method shall not be used generally. No credit shall be extended to exhibitors: provided, however, that this shall not be construed to prohibit bookings on a percentage basis as herein provided.

23. The Producer shall not be liable for any damage that may occur by reason of the negatives or prints being damaged or injured before delivery to the Company by acts or omissions of anyone other than itself, nor shall it be liable for any loss in that respect which may occur by default of transportation companies engaged in making shipment.

24. This contract extends for a period of five (5) years after the date of release of said unit in the United States and, in the case of foreign rights, for a period of five years from date of delivery by the Company to the foreign buyer of said unit. The title to the negatives and positive prints delivered to the Company shall remain in the Producer, subject to the rights of the Company as herein set forth.

Upon the expiration of the said period of five (5) years, there shall be a final accounting, and the Company will deliver to the Producer at 725 Seventh Avenue, New York, New York, all negatives of the said unit, and, at the request and risk and expense of the Producer, all ~~of~~ positive prints thereof in its possession or in the possession of any releasing or distributing organization employed by it, accompanied by proof in affidavit form in reference to any prints not returned which the Company or other releasing organization claims to have lost or destroyed; and thereafter the Company shall have no rights therein.

25. The Producer agrees that for one (1) year after the distribution rights to the said unit granted hereunder to the Company have expired it will not distribute or grant to others the right to distribute the said unit provided for herein.

26. The Company shall look solely to the returns received by it from the unit covered by this contract for reimbursement and repayment of any and all advances and disbursements made by it hereunder; provided, however, that the Company shall have a lien upon the said unit and shall be entitled to the exhibition rights thereto until it shall have been fully reimbursed, as hereinbefore provided, for all sums of money expended by the Company in connection therewith.

27. If the Company shall file a petition in bankruptcy or be adjudged a bankrupt, or make an assignment for the benefit of creditors, or become insolvent, or be

placed in the hands of a receiver, or suffer a judgment to be recovered against it which remains unsatisfied or not appealed from, and stayed by the filing of a bond or undertaking for sixty (60) days after entry thereof, then, in either of the last mentioned contingencies, the Producer shall have the right forthwith to terminate this contract by giving the other party to this contract five days' notice in writing of its intention to do so. At the time when the termination of this agreement by the Producer for the cause herein specified shall take effect, the Producer may then seize and take, wherever found, any and all negatives and prints theretofore furnished by the Company or other releasing organization with which the Company may have contracted for the release of the said unit throughout the United States, and may enjoin, in any court having jurisdiction, the use of any and all negatives and prints of said unit, provided the Producer shall first make allowance to the Company for the unpaid balance, if any, that may be due the Company in connection with any advance or disbursement made by it hereunder.

28. The Producer will execute any and all further documents and papers that may be deemed necessary or expedient by the Company to carry out this agreement.

29. The Producer agrees that the Company may copyright the said unit in the Company's name in any country of the world (exclusive of the United Kingdom). Such copyrights shall be assigned to the Producer upon the return to the Producer of the said unit, as herein provided.

30. The Producer hereby warrants the title to the said unit and the story thereof. The Producer further warrants that it has not already granted and that it will not hereafter grant to others the rights herein granted to the Company and represents that as and when the said unit is

delivered it shall be free of all liens and encumbrances and that no negative or print, other than those delivered to the Company shall be retained by the Producer or others. The Producer agrees to hold the Company harmless from loss or damage, demands or law suits arising out of any claims or demands against the said unit, the title thereof, or the story upon which the said unit is based.

31. This contract shall be construed for all purposes according to the laws of the State of NewYork.

32. This contract constitutes the entire agreement between the parties hereto and shall not be modified by an representations oral or written not contained herein.

33. At the termination of this contract, except through fault of the Company, and as a condition percedentto the return by the Company to the Producer of the said unit, the Producer shall purchase from the Company and/or its distributing agent, at cost to the Company and/or its distributing agent, all posters, lithographs and lobby displays which the Company and/or its distributing agent may have on hand and in good condition.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

GEORGE CLARK LIMITED

By HARRY L.REICHENBACK
Atty. in fact.

R.C. PICTURES CORPORATION

By Rufus S. Cole
President.

KNOW ALL MEN BY THESE PRESENTS, That D. W. G. Corporation, a Delaware Corporation, having an office at 130 West 42nd Street, City and State of New York, in consideration of One ($1) dollar lawful money of the United States, to it in hand paid before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and other good and valuable considerations, have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over unto David W. Griffith, his heirs, administrators and assigns, to his or their own proper use and benefit all moneys due or hereafter to become due it under and by virtue of a certain assignment made by David W. Griffith to D. W. G. Corporation under date of September 7th, 1916, assigning twenty-two and one-half (22½%) per cent of the net profits of Epoch Producing Corporation, a New York corporation, arising out of an agreement between David W. Griffith and said Epoch Producing Corporation.

And D. W. G. Corporation does hereby give the said David W. Griffith, his heirs, administrators and assigns, full power and authority, for his or their own use and benefit, but at his or their own cost, to ask, demand, collect, receive, compound and give acquittance for the same or any part thereof, and in its name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

IN WITNESS WHEREOF, D. W. G. Corporation has caused these presents to be signed by its duly authorized officer, and its corporate seal to be hereto affixed, this 19th day of December 1921.

D.W.G. CORPORATION
By Albert W. Barnes Pres

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D. W. G. CORPORATION

-To -

DAVID W. GRIFFITH

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A S S I G N M E N T

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KNOW ALL MEN BY THESE PRESENTS, That D. W. G. Corporation, a Delaware Corporation, having an office at 130 West 42nd Street, City and State of New York, in consideration of One ($1) dollar lawful money of the United States, to it in hand paid before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and other good and valuable considerations, have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over unto David W. Griffith, his heirs, administrators and assigns, to his or their own proper use and benefit all moneys due or hereafter to become due it for sums advanced by David W. Griffith to the Wark Producing Corporation, a New York corporation.

And D. W. G. Corporation does hereby give the said David W. Griffith, his heirs, administrators and assigns, full power and authority, for his or their own use and benefit, but at his or their own cost, to ask, demand, collect, receive, compound and give acquittance for the same or any part thereof, and in its name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

IN WITNESS WHEREOF, D. W. G. Corporation has caused these presents to be signed by its duly authorized officer, and its corporate seal to be hereto affixed, this 19 day of December 1921.

D. W. G. CORPORATION

By Albert W. Banzhaf
Pres.

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D. W. G. CORPORATION

-To-

DAVID W. GRIFFITH

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A S S I G N M E N T

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MINUTES of the meeting of the Board of Directors of the UNITED ARTISTS CORPORATION held at the office of the Corporation No. 729 Seventh Avenue, New York City, at 2;30 P. M. on December 19th, 1921.

PRESENT, all of the directors: also in attendance:

Miss Mary Pickford, Mr. Douglas Fairbanks and Mr. M. E. Prager.

The question of the additional compensation to be paid to the Executives and Branch Managers for the year 1921, was fully considered, and a resolution was made, seconded and unanimously adopted, that the sum of $14,000 be distributed as additional compensation to the Executives and Branch Managers, to be paid in such proportions as the President, Mr. Abrams, recommended to the Board of Directors.

A resolution was made, seconded and unanimously adopted that the sum of $1028.00 as additional compensation be distributed among the home office employees.

Mr. Prager, as Treasurer, reported to the Board certain financial transactions that the corporation had with the Guaranty Trust Company of New York, relative to the endorsement of notes for the purpose of discounting same for the benefit of the United Artists Corporation, and a resolution was made, seconded and unanimously adopted authorizing and confirming the transactions of the officers of the corporation relative to the endorsing and discounting of notes to be credited to the account of the United Artists Corporation with the Guaranty Trust Company.

A further resolution was made, seconded and unanimously adopted, that the President or Treasurer is hereby authorized to

endorse notes received by the corporation on account of moneys owed the corporation from different customers, the same to be credited to the account of the corporation at such banks or trust companies with which the corporation has been authorized to do business by resolutions of the Board of Directors.

The question of Mr. Griffith or his corporation road-showing the motion picture entitled "ORPHANS OF THE STORM", based upon the dramatic composition entitled "TWO ORPHANS", was fully considered, and a resolution was made, seconded and unanimously adopted, that the proper officers of the corporation enter into a supplemental agreement modifying the existing contracts with the various artists, that is, Mary Pickford, Douglas Fairbanks, D. W. Griffith and Charles Chaplin, so that the right of each artist to exhibit any of the pictures produced by him, pursuant to their respective contracts with the United Artists Corporation, be not restricted to every fourth picture; that they be permitted to exercise that right on any or all of their pictures, providing, however, that the sole and exclusive right, license and privilege to market and turn to account the motion picture in the so-termed motion picture theatres granted to the United Artists Corporation, shall in no way be limited or abridged or defeated.

Mr. O'Brien reported in detail concerning the negotiations for acquiring a motion picture theatre in Boston, and a resolution was made, seconded and unanimously adopted that we do not proceed further with the matter at this time.

The question of marketing and turning to account the motion pictures of the artists in the Orient was considered, and the President was authorized and empowered to enter into contract

with George Mooser or any other person or persons who might be deemed qualified to represent the corporation in the marketing of those pictures in the Orient.

Mr. O'Brien reported concerning the activities of detectives and employees of the corporation in trying to recover copies of motion pictures of the corporation stolen by motion picture thieves, Mr. Abrams having employed Mr. Hawkins at a salary of $150.00 per week to perform detective work relative to the prevention of stealing motion pictures and the capture of copies already stolen, and the procuring of evidence for the conviction of thieves. His action in so doing was approved by the unanimous vote of the Board of Directors.

Mr. Abrams was authorized to market and turn to account the Harry Lloyd pictures subject to the approval of Mr. Charles Chaplin, whose approval had not yet been received.

Mr. Abrams and Mr. O'Brien reported progress concerning the negotiation for the marketing of the Charles Ray pictures.

No further business coming before the meeting, the meeting adjourned.

_____
Secretary

We, the undersigned, ALBERT H. T. BANZHAF, President, and J. C. Epping, Secretary and Treasurer of D. W. G. CORPORATION, a stock corporation organized under the laws of the State of Delaware, do hereby, for the purpose of complying with the provisions of the General Corporation Laws of the State of Delaware in relation to the voluntary dissolution of corporations, make and attest this certificate and attach thereto the consent, verified statement and waiver of notices as required by statute, as follows, to wit:

That the board of directors of said corporation at a meeting called for that purpose and held at 130 West 42nd Street, City and State of New York, on the 19th day of December 1921, at " o'clock in the forenoon, notice of which meeting was duly waived by each and all of the directors as appears by their original waiver of notice in writing hereto annexed and forming a part hereof, did, by the unanimous vote of the whole board adopt the following resolutions:

RESOLVED, That in the opinion of this board of directors it is advisable to dissolve this corporation forthwith in the manner prescribed by the General Corporation Laws of the State of Delaware, ;

RESOLVED FURTHER, that the Secretary and Treasurer, and the President of the corporation execute a certificate showing the adoption of this resolution, and that they also attest the written consent of the stockholders that the corporation be dissolved, and execute and verify

all statements required by law to dissolve the said corporation, pursuant to the provisions of the General Corporation Laws of the State of Delaware; and

RESOLVED FURTHER, That the President and Secretary and Treasurer cause such certificate and consent to be filed in the office of the Secretary of State, together with a duly verified statement of the names and residences of the members of the existing board of directors and of the names and residences of the officers of this corporation; and that the officers and directors of the corporation take such further action as may be required to effect the dissolution of the corporation, and wind up its business and affairs pursuant to the provisions of the General Corporation Laws of the State of Delaware.

That all of the stockholders of the corporation holding the entire amount of stock issued and outstanding, to wit: 2051 shares, did signify their consent in writing that such corporation be dissolved forthwith by signing and executing the consent which is hereto annexed and forms part hereof.

IN WITNESS WHEREOF, We have made and signed this certificate this 19th day of December, 1921.

Albert H. Bangs
President

J. C. Cussins
Secretary & Treasurer

City, County and)
: ss.:
STATE OF NEW YORK)

ALBERT H. T. BANZHAF and J. C. Epping, being duly sworn, each for himself, deposes and says that the said Albert H. T. Banzhaf is the President, and the said J. C. Epping is the Secretary and Treasurer of the D. W. G. Corporation, and that the foregoing certificate signed by them, respectively, is true to the best of their knowledge and belief. Deponents further say, each for himself, that the annexed written consent of the stockholders of said corporation, consenting to the dissolution forthwith of the said corporation, was so executed by the persons executing same, and that the number of shares set opposite each signature to such consent is the number of shares standing on the books of the corporation in the name of such consenting stockholder, and that the total number of shares issued and outstanding by the said corporation is 2051, and that the number of consenting shares is the entire number of the shares of said stock of said corporation so outstanding as aforesaid.

Sworn to before me this :
19th day of December 1921. :

Albert H T Banzhaf

J C Epping

WE, THE UNDERSIGNED, Being the holders and owners of all the shares of stock of the D. W. G. CORPORATION, issued and outstanding, owing the number of shares set opposite our names, respectively, do hereby consent that the said corporation be dissolved forthwith, pursuant to the General Corporations Laws of the State of Delaware, and we do hereby sign this instrument for the purpose of signifying such consent in writing as required by said General Corporation Laws.

IN WITNESS WHEREOF, We have hereunto set our hands and opposite thereto the number of shares of stock held by us respectively, this 19th day of December 1921.

Name of stockholder	No. of shares
Dewey Griffith	-7032-
Albert C Griffith	-3-
Albert H Bangley	-16-

Attested by

Albert H Bangley
President

J C Epps
Secretary & Treasurer

The following is a statement of the names and residences of the existing board of directors of the D. W. G. CORPORATION, and of the names and residences of its officers:

Name of Directors	Office Held	Residences
ALBERT H. T. BAUMHAF	President	75-82nd St., Brooklyn, N.Y.
J. C. EPPING	Secretary -and- Treasurer	Hotel Claridge New York City
ALBERT L. GRIFFITH	Vice-President	New Rochelle N.Y.

CITY, COUNTY AND STATE OF NEW YORK) ss.:

J. C. EPPING, being duly sworn, says that he is the Secretary and Treasurer of the D. W. G. CORPORATION, and that the foregoing statement of the names and residences of the existing directors and officers of said company is true.

J. C. Epping

Sworn to before me this 19th day of December, 1921.

The State of Delaware

Dwg

OFFICE OF SECRETARY OF STATE, DOVER, DELAWARE

D. W. G. CORPORATION

TERMS CASH. **Debtor to A. R. BENSON, Secretary of State**

To Receiving, filing and indexing Annual Report Under Corporation Tax Law	$2 00

RECEIVED AND FILED

DEC 19 1921

A. R. Benson

SECRETARY OF STATE

J. L. PARRISH
M. H. COHEN
T. J. GUTHRIE
L. B. COHEN
J. L. PARRISH, JR.

PARRISH, COHEN & GUTHRIE
ATTORNEYS AND COUNSELLORS AT LAW
REGISTER AND TRIBUNE BUILDING
DES MOINES, IOWA

December 19, 1921.

Banzhaf & Pembleton,
130 West 42nd St.,
New York, N. Y.

Gentlemen:

Re: Register & Tribune vs. D.W.Griffith

It will be necessary in the above case to prove that D. W. Griffith, the defendant, had no interest in the "Way Down East Company", and that D. W. Griffith, Inc., was the owner of said company. To prove this it will be necessary to take depositions. Therefore, if you will send us the name and address of some Notary Public before whom we can take this deposition, and also, the names of the witnesses by whom we can prove this, we will rush this matter on to trial as soon as possible.

Yours very truly,

Parrish Cohen & Guthrie

JLP-Jr.BBM

2-20 11-4-338

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

140 Broadway
New York, December 20, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Marmaroneck, N. Y.

Please be advised that we have passed the following entries to your "LOVE FLOWER" LOAN account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	12/21/21	$ 2500.00	Your check on the Central Union Trust Company, enclosed in your letter dated December 19th. After the application of this amount your account is reduced to $44,640.63.

315,000.-
270,359.37
$ 44,640.63

US. 227,815.87
CASH. 27,500.00
CANADA. 13,544.07
Cuba. 1,499.43
270,359.37

Yours very truly,

Guaranty Trust Company of New York
Industrial FOREIGN DEPARTMENT

ORIGINAL

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Sirlin

240-25

189.00 X
96.00
215.00

Mr McCarthy

NATHAN & SEMERAD

FILM DIVISION
OFFICE: 130 WEST 46TH ST.
TELEPHONE BRYANT 6930

"TRAVERS VALE PRODUCTIONS"

EXECUTIVE OFFICE
81 FULTON STREET
Beekman 973

CABLE ADDRESS:
"NATASEMAD, NEWYORK"

CODES USED:
A B C 5TH EDITION
LIEBER'S
BENTLEY'S
WESTERN UUION

NEW YORK, N. Y. December 21st, 1921.

Mr. D. W. Griffith,

1476 Broadway,

New York.

Dear Sir,

We herewith have the honor of confirming the offer made by our business representative Mr.Donald Campbell, to your Mr.McCarthy, of the negative and the positive prints of the German version of THE TWO ORPHANS, together with such copyrights as go with the film in the countries signatory to the ~~Berlin~~ Berne Convention, for which film we own the world rights outside of Germany. This offer is made absolutely without condition and without reservation, and without any expectation of compensation, either directly or indirectly, and we await your instructions in the matter.

The circumstances which prompt us to make this offer, are as follows: Early in the summer of this year we received a parcel of films from Germany sent to us by our agent, and upon examination, found the film of THE TWO ORPHANS among them. Knowing that you were in the process of producing a film with the same title and subject matter, on a colossal scale, and that you had laid out large sums of money in doing so, we felt that it would be unethical on our part to exploit the same. Nevertheless, various advertisements have appeared in the trade papers without our knowledge, or authority, and we have reason to believe that the inserters of these advertisements, having learned that we were in possession of such a film, believed that they could obtain our negative by means of an attractive offer. We fear that these various advertisements have been instrumental in causing you to change the title of your film from THE TWO ORPHANS to THE ORPHANS IN THE STORM.

NATHAN & SEMERAD

FILM DIVISION
OFFICE: 130 WEST 46TH ST.
TELEPHONE BRYANT 6930

"TRAVERS VALE PRODUCTIONS"

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LIEBER'S
BENTLEY'S
WESTERN UUION

NEW YORK, N. Y.

To allay any misapprehension on your part regarding the possibility of publication of another film with a story similar to yours, which might be exploited, at your expense, we believe that the only honorable thing to do in the matter is to turn over the negative and all the positives that we own. In order that our motives should not be misunderstood we make this offer with the strictest understanding that there be no compensation to us directly, or indirectly, and that you are absolutely free to do with this film whatever you wish, and even to destroy it, if you think it advisable. We also want to assure you that neither the negative nor any positive print whatever has passed out of our possession.

We have every reason to believe that our negative is the only foreign made film of this name in this country, and we ask you to accept the assurance that our action is prompted not only by our desire to disavow any connection with any advertisements of this film for sale, but is intended as a small measure of tribute to your wonderful and successful efforts to raise the Moving Picture Industry to the high level which it occupies today.

With best wishes for the success of your latest production and with compliments of the season, we are,

Yours very truly,

NATHAN & SEMERAD.

by Max Nathan

L. A. a. G.

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19 - 24 - 4 5 +

6 - 0 - 16 4

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+ 12 26 20 28

2 0 0 24

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a + 100 + 175 + 150 + 125 + 100

G - 0 - 25 + 50 + 25 00

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Schirmer Music matters

December 22nd 1921.

Mr. Albert L. Grey,
1476 Broadway,
New York City.

In re: Schirmer "Dream Street" music matter, et al.

Dear Mr. Grey:

Will you please give me a list of all the Griffith productions wherein Mr. Griffith printed original scores in connection with any pictures he has produced since the "Birth of a Nation", naming said productions, as we wish to specifically mention them in our contract of settlement with Schirmer, et al. We do not need to mention pictures where he only submitted cue sheets, only such where the scores were actually printed.

We would like to have this information at once in order to close this matter.

Also kindly ask Mr. Peece if he had printed up special piano parts in addition to the orchestration, and if so, how many.

Thanking you for your attention to this matter, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB/GD

Mr. Bok
The Academy of Music
Philadelphia

December twenty-third
Nineteen hundred
and twenty-one

My dear Mr. Griffith :

Whatever became of my beautiful scenario which I sent you ? I know you got it from the registry receipt. May I hope soon to get a line from you about it? Of course, you know I don't mean to hurry you : simply to remind you in case something else has pushed it out of your mind.

Believe me,

Very sincerely yours,

Edward W. Bok

Mr. David Griffith

Warke

DECEMBER 23rd 1921.

Mr. E.C. Bidwell,
c/o Griffith Studio,
Mamaroneck, N.Y.

Dear Mr. Bidwell:

Mr. Wertheim, the owner of the English rights to "Intolerance" has requested immediate delivery of two prints of said production in the form or as nearly as the negative is now in existence to the original production, together with English titles.

I understand that one print was ordered some time ago by Mr. Wertheim but that this order has never been filled. You must, therefore, immediately fill this order for two prints and this should be taken care of at once as Mr. Wertheim's representative wishes to take the same back with him on the Olympic which sails a week from today.

This matter should receive your prompt and positive attention, otherwise we can be held for damages for failure to deliver. Mr. Epping will take care of the billing of the same.

I am sending a copy of this letter to Mr. Epping for his information.

Very truly yours,

AHTB/CD

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

305 Longacre Bldg.,
New York, N. Y.
December 23, 1921.

Mr. A. H. T. Banzhaf,
130 West 42nd Street,
New York, N. Y.

Dear Mr. Banzhaf;

In answer to yours of December 22nd to Mr. Grey, I beg to inform you that all the pictures Mr. Griffith made, to my knowledge, since "The Birth of a Nation", are as follows:

"The Birth of a Nation".
~~"The Avenging Conscience".~~
"Intolerance"
"Hearts of the World".
"The Mother and the Law".
"The Fall of Babylon".
"The Greatest Thing in Life". 1
"The Great Love" 2
"Romance of Happy Valley". 3
"Broken Blossoms".
"True Heart Susie". 4
"The Girl Who Stayed at Home". 5
"The Idol Dancer" 2
"The Greatest Question". 1
"Scarlet Days". 6
"The Love Flower". 3
"Way Down East".
"Dream Street".

To some of these pictures no music scores were printed; to others there were. The only extra piano parts that were used were fifty copies for "Hearts of the World", and fifty copies for "Way Down East".

Trusting this is the information required, and with best wishes, we remain

Very truly yours,

D. W. Griffith, Inc.

Albert Pesce Gen'l Musical Dir.

AP/CC

THIS AGREEMENT made and entered into this 23rd day of December, 1921 by and between ROSS JUNGNICKEL, of the Borough of Manhattan, City of New York, hereinafter called "JUNGNICKEL", as party of the first part, and D. W. GRIFFITH, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, having its principal place of business at No. 1476 Broadway, in the Borough of Manhattan, City of New York, hereinafter called "GRIFFITH", as party of the second part; WITNESSETH:

WHEREAS, JUNGNICKEL is engaged in the music publishing business and is the owner of United States copyrights covering many musical compositions and arrangements; and

WHEREAS, GRIFFITH is engaged in the business of producing and leasing for the purpose of exhibition or projection motion pictures; and

WHEREAS, GRIFFITH for some time past has been arranging and printing musical scores for use in connection with the exhibition of its productions, or some of them; and

WHEREAS, through a misapprehension of its rights and those of JUNGNICKEL on the part of some persons connected with its organization, GRIFFITH has arranged and printed certain musical scores which contain certain musical compositions or arrangements, or parts thereof, upon which the United States copyrights were and are owned by JUNGNICKEL;

and

WHEREAS, GRIFFITH recognizes the property rights of JUNGNICKEL in such musical compositions and arrangements so used, and wishes not only to discontinue any improper methods adopted by its organization in the use of such musical compositions and arrangements, but also to agree upon terms under which it may in future obtain the right to introduce in its scores such musical compositions and arrangements when the United States copyrights thereon are owned by JUNGNICKEL; and

WHEREAS, JUNGNICKEL desires to co-operate with GRIFFITH in accomplishing such ends;

NOW, THEREFORE, in consideration of the premises and of the mutual and reciprocal promises, covenants and agreements hereinafter contained, and in further consideration of One Dollar ($1.00) lawful money of the United States by each of the parties hereto to the other in hand paid, receipt whereof is hereby acknowledged, IT IS AGREED as follows:

FIRST: GRIFFITH covenants and agrees that the musical score compiled by it now in actual use in connection with the exhibition or projection of the motion picture designated and known as "DREAM STREET" contains the following described musical composition or arrangement, upon which the United States copyrights are owned by JUNGNICKEL, or parts thereof, the number of times indicated.

NAME	TIMES.
"THE SCOTCH PEOM"	2

That of the said musical score so printed in connection with "DREAM STREET" two hundred and fifty (250) copies full orchestra and two hundred and fifty (250) copies extra piano parts, and no more, have been printed; that GRIFFITH will pay to JUNGNICKEL at the time of the execution and delivery of this agreement one and one-quarter (1-1/4) times the gross list price of the amount of such printed music necessary to make up the said number of such scores if the same had been made up from the printed sheets as published by JUNGNICKEL, which is hereby agreed to be the sum of Fifteen hundred Dollars ($1500.).

SECOND: GRIFFITH covenants and agrees that it will immediately annex or cause to be annexed to every such musical score so printed in connection with "DREAM STREET", whether now issued or unissued, an index which shall bear the name of any and every JUNGNICKEL copyrighted musical composition or arrangement, of which the whole or any part is included in such score, together with the usual copyright notice and the composer's or arranger's name and the publisher's list price for the same. The information necessary to enable GRIFFITH to comply with the provisions of this paragraph of this agreement shall be furnished to it by JUNGNICKEL.

THIRD: In the event that in the production of any such or similar musical score in the future, GRIFFITH shall or may desire to introduce any musical composition or arrangement, the United States copyright upon which shall be owned by JUNGNICKEL, it is mutually covenanted and agreed that GRIFFITH shall apply to JUNGNICKEL for a license to

introduce each such piece of such musical composition or arrangement, or any part thereof, required for any specified score, which said license may be refused or granted by JUNGNICKEL in his uncontrolled discretion; such license to be in each instance confined to one particular score for a named picture, and if granted by JUNGNICKEL to GRIFFITH, shall be so granted upon the following terms and conditions: GRIFFITH to pay JUNGNICKEL as and for a royalty under such license a sum equal to twenty-five (25%) per cent. of JUNGNICKEL'S gross list price for the said musical composition or arrangement, or any part thereof, for each time the said musical composition or arrangement, or any part thereof, shall be introduced into or repeated in any such score multiplied by the number of scores printed in each specific instance, GRIFFITH covenanting and agreeing that the minimum edition of any score shall be one hundred (100) copies, it being the purpose and intent of this paragraph that the sum to be paid by GRIFFITH as royalty in any case shall be determined by the number of scores not less than one hundred (100) to be printed, multiplied by the number of times any such musical composition or arrangement, or any part thereof, is introduced therein times twenty-five (25%) per cent. of the said list price. GRIFFITH further covenants and agrees that in printing any and all of the said scores, it will print upon the face thereof, wherever therein any such musical composition or arrangement, or any part thereof, shall appear the usual copyright notice, and each score so produced shall bear upon the face thereof the name or title of any and all of the musical compositions or arrangements from which any part or extract is taken, together with the publisher's, composer's and/or arranger's name. That each score shall bear on the

outside of the cover, or on an inside title page, a list of all such musical compositions and/or arrangements, of which the whole or any part have been used therein, with the publisher's, composer's and/or arranger's name and JUNGNICKEL'S list price therefor, and in addition there shall be imprinted on the front cover of each such score so printed or prepared, a plainly legible printed notice to the effect that such score contains musical compositions and/or arrangements, or parts thereof, the copyright of which is owned by JUNGNICKEL.

FOURTH: GRIFFITH covenants and agrees that no score produced by it under the provisions of paragraph numbered "THIRD" of this agreement shall in any event whatsoever be introduced or used in connection with the presentation or exhibition of any other or different motion picture than that for which it was produced under the said license from JUNGNICKEL.

FIFTH: JUNGNICKEL covenants and agrees that he will and he hereby does forever release and discharge GRIFFITH and D. W. GRIFFITH individually, his heirs, executors, administrators and assigns, from any and all liability of every character whatsoever with respect to the use of any copyrighted musical composition and/or arrangement, the United States copyrights upon which are owned by JUNGNICKEL, or any part thereof, heretofore introduced by GRIFFITH or D. W. GRIFFITH individually in making up any musical score other than "DREAM STREET", upon the express condition, however, that in the event that if any such score or scores, or parts thereof, shall be reissued by GRIFFITH in connection either with any picture for which the same was originally produced or issued or reissued with any other motion picture than that for which the same was originally produced, GRIFFITH first having obtained JUNGNICKEL'S consent to such reissue, issue

or reissue, shall pay to JUNGNICKEL for introducing or scoring any such musical composition or arrangement, the United States copyrights upon which are or shall be owned by JUNGNICKEL, or any part or extract thereof, at the same rate and upon the same conditions in all respects as is provided for a license of such musical compositions or arrangements in connection with the production of new scores as provided in paragraph "THIRD" of this agreement. The scores used in connection with the exhibition or projection of the motion pictures known as "WAY DOWN EAST", "THE BIRTH OF A NATION", "INTOLERANCE", "THE MOTHER AND THE LAW", "THE FALL OF BABYLON", HEARTS OF THE WORLD","THE LOVE FLOWER" and "BROKEN BLOSSOMS" are specifically excluded from the conditional provisions of this paragraph of this agreement, except so much thereof as applies to the issue or reissue in whole or in part in connection with any other motion picture than that for which the same was originally produced but are included in the release therein provided for, and as to the last mentioned pictures GRIFFITH and/or D. W. GRIFFITH individually, his heirs, executors, administrators and assigns shall have the right to continue the exploitation of said pictures and their accompanying musical scores in the future free from any claim by JUNGNICKEL, excepting always in the case of a reissue as in this paragraph provided.

SIXTH: GRIFFITH covenants and agrees that the adjustment contained in this agreement shall be given publicity at its expense by publication of an appropriate statement in "Exhibition Trade Review" and "Metronome", in the form of a statement issued by GRIFFITH which may be prepared by it, but shall be subject both as to form and substance to the approval of JUNGNICKEL, which said statement shall be published once in each of the named periodicals.

SEVENTH: It is mutually covenanted and agreed by and between the respective parties hereto that they will co-operate each with the other for the purpose of aiding in seeking to suppress the unauthorized or improper use of copyrighted material whether it be with relation to motion pictures or published music, and more particularly in the event that either party shall learn of such use of any such copyrighted material, the property of the other, the party so learning of such use shall promptly advise the other of that fact.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand and seal , and the party of the second part has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

In the presence of
M E Tompkins

Ben Jungnickel (L.S.)

D. W. GRIFFITH, INC.
By

Attest:
Albert W Banzhaf

Albert H. Gey

Secretary.

President.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS:

On this 23d day of Dec, 1921, before me personally came ROSS JUNGNICKEL, to me known and known to me to be the individual described in and who executed the foregoing agreement, and he duly acknowledged to me that he executed the same.

Minerva Daniels

NOTARY PUBLIC, KINGS CO.
Certificate filed New York County-Clerk's No. 5
Commission Expires March 30, 1923

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS:

On this 13th day of January 192 before me came Albert L. Grey to me known, who, being by me duly sworn, did depose and say that he resides in City, County & State of New York that he is the Vice President of D. W. GRIFFITH, INC., the corporation described in and which executed the above agreement; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Gertrude Dennen

Notary Public, Kings County,
Clerk's No. 272, Register's No. 3097
Certificate filed in New York County
Clerk's No. 253, Register's No. 3206
Commission Expires March 30, 1923

ROSS JUNGNICKEL

-with-

D. W. GRIFFITH, INC.

: A G R E E M E N T

----oOo---

EDWARDS, MURPHY & MINTON
ATTORNEYS AT LAW
26 LIBERTY STREET, NEW YORK CITY

THIS AGREEMENT made and entered into this 23rd day of December, 1921 by and between G. SCHIRMER, INC., a corporation duly organized and existing under and by virtue of the laws of the State of West Virginia, having its principal place of business at No. 3 East 43rd Street, in the Borough of Manhattan, City of New York, hereinafter called "SCHIRMER", as party of the first part, and D. W. GRIFFITH, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, having its principal place of business at No. 1476 Broadway, in the Borough of Manhattan, City of New York, hereinafter called "GRIFFITH", as party of the second part; WITNESSETH:

WHEREAS, SCHIRMER is engaged in the music publishing business and is the owner of United States copyrights covering many musical compositions and arrangements; and

WHEREAS, GRIFFITH is engaged in the business of producing and leasing for the purpose of exhibition or projection motion pictures; and

WHEREAS, GRIFFITH for some time past has been arranging and printing musical scores for use in connection with the exhibition of its productions, or some of them; and

WHEREAS, through a misapprehension of its rights and those of SCHIRMER on the part of some persons connected with its organization, GRIFFITH has arranged and printed certain musical scores which contain certain musical compositions or arrangements, or parts thereof, upon which the United States copyrights were and are owned by SCHIRMER:

and

WHEREAS, GRIFFITH recognizes the property rights of SCHIRMER in such musical compositions and arrangements so used, and wishes not only to discontinue any improper methods adopted by its organization in the use of such musical compositions and arrangements, but also to agree upon terms under which it may in future obtain the right to introduce in its scores such musical compositions and arrangements when the United States copyrights thereon are owned by SCHIRMER; and

WHEREAS, SCHIRMER desires to co-operate with GRIFFITH in accomplishing such ends;

NOW, THEREFORE, in consideration of the premises and of the mutual and reciprocal promises, covenants and agreements hereinafter contained, and in further consideration of One Dollar ($1.00) lawful money of the United States by each of the parties hereto to the other in hand paid, receipt whereof is hereby acknowledged, IT IS AGREED as follows:

FIRST: GRIFFITH covenants and agrees that the musical score compiled by it now in actual use in connection with the exhibition or projection of the motion picture designated and known as "DREAM STREET" contains the following described musical compositions or arrangements, upon which the United States copyrights are owned by SCHIRMER, or parts thereof, the number of times set opposite each:

NAME	KNOWN AS	NO.	TIMES
G. Schirmer Galaxy of Orchestra Music	"FOUR PIECES FROM THE CHRISTMAS TREE SUITE"	102	2
G. Schirmer Galaxy of Orchestra Music	"SUITE FROM THE BALLET SALAMMBO"	107	1
G. Schirmer Galaxy of Orchestra Music	"LOVE SONG"	181	7
G. Schirmer Miscellany Orchestra Music	"ATONEMENT OF PAN"	89	1
Song Orchestration from G. Schirmer Orchestra Catalog	"CHINESE LULLABY"	89	1

That of the said musical score so printed in connection with "DREAM STREET" ~~to~~ two hundred and fifty (250) copies full orchestra and two hundred and fifty (250) copies extra piano parts, and no more, have been printed; that GRIFFITH will pay to SCHIRMER at the time of the execution and delivery of this agreement one and one-quarter 1-1/4 times the gross list price of the amount of such printed music necessary to make up the said number of such scores if the same had been made up from the printed sheets as published by SCHIRMER, less 10% which is hereby agreed to be the sum of Six thousand six hundred seventy-nine and 69/100 Dollars ($6,679.69).

SECOND: GRIFFITH covenants and agrees that it will immediately annex or cause to be annexed to every such musical score so printed in connection with "DREAM STREET", whether now issued or unissued, an index which shall bear the name of any and every SCHIRMER copyrighted musical composition or arrangement, of which the whole or any part is included in such score, together with the usual copyright notice and the composer's or arranger's name and the pub-

lisher's list price for the same. The information necessary to enable GRIFFITH to comply with the provisions of this paragraph of this agreement shall be furnished to it by SCHIRMER.

THIRD: In the event that in the production of any such or similar musical score in the future, GRIFFITH shall or may desire to introduce any musical composition or arrangement, the United States copyright upon which shall be owned by SCHIRMER, it is mutually covenanted and agreed that GRIFFITH shall apply to SCHIRMER for a license to introduce each such piece of such musical composition or arrangement, or any part thereof, required for any specified score, which said license may be refused or granted by SCHIRMER in its uncontrolled discretion; such license to be in each instance confined to one particular score for a named picture, and if granted by SCHIRMER to GRIFFITH, shall be so granted upon the following terms and conditions: GRIFFITH to pay SCHIRMER as and for a royalty under such license a sum equal to twenty-five (25%) per cent. of SCHIRMER'S gross list price for the said musical composition or arrangement, or any part thereof, for each time the said musical composition or arrangement, or any part thereof, shall be introduced into or repeated in any such score multiplied by the number of scores printed in each specific instance, GRIFFITH covenanting and agreeing that the minimum edition of any score shall be one hundred (100) copies, it being the purpose and intent of this paragraph that the sum to be paid by GRIFFITH as royalty in any case shall be determined by the number of scores not less than one hundred (100) to be printed, multi-

plied by the number of times any such musical composition or arrangement, or any part thereof, is introduced therein times twenty-five (25%) per cent. of the said list price. GRIFFITH further covenants and agrees that in printing any and all of the said scores, it will print upon the face thereof, wherever therein any such musical composition or arrangement, or any part thereof, shall appear the usual copyright notice, and each score so produced shall bear upon the face thereof the name or title of any and all of the musical compositions or arrangements from which any part or extract is taken, together with the publisher's composer's and/ or arranger's name. That each score shall bear on the outside of the cover, or on an inside title page, a list of all such musical compositions and/or arrangements, of which the whole or any part have been used therein, with the publisher's, composer's and/or arranger's name and SCHIRMER'S list price therefor, and in addition there shall be imprinted on the front cover of each such score so printed or prepared, a plainly legible printed notice to the effect that such score contains musical compositions and/or arrangements, or parts thereof, the copyright of which is owned by SCHIRMER.

FOURTH: GRIFFITH covenants and agrees that no score produced by it under the provisions of paragraph numbered "THIRD" of this agreement shall in any event whatsoever be introduced or used in connection with the presentation or exhibition of any other or different motion picture than that for which it was produced under the said license from SCHIRMER.

FIFTH: SCHIRMER covenants and agrees that it will and it hereby does forever release and discharge GRIFFITH and D. W. GRIFFITH individually, his heirs, executors, administrators and assigns, from any and all liability of every character whatsoever with respect to the use of any copyrighted musical composition and/or arrangement, the United States copyrights

upon which are owned by SCHIRMER, or any part thereof, heretofore introduced by GRIFFITH or D. W. GRIFFITH individually in making up any musical score other than "DREAM STREET", upon the express condition, however, that in the event that if any such score or scores, or parts thereof, shall be reissued by GRIFFITH in connection either with any picture for which the same was originally produced, or issued or reissued with any other motion picture than that for which the same was originally produced, GRIFFITH first having obtained SCHIRMER'S consent to such reissue, issue or reissue, shall pay to SCHIRMER for introducing or scoring any such musical composition or arrangement, the United States copyrights upon which are or shall be owned by SCHIRMER, or any part or extract thereof, at the same rate and upon the same conditions in all respects as is provided for a license of such musical compositions or arrangements in connection with the production of new scores as provided in paragraph "THIRD" of this agreement. The scores used in connection with the exhibition or projection of the motion pictures known as "WAY DOWN EAST", "THE BIRTH OF A NATION","INTOLERANCE", "THE MOTHER AND THE LAW", "THE FALL OF BABYLON", "HEARTS OF THE WORLD", "THE LOVE FLOWER" and "BROKEN BLOSSOMS" are specifically excluded from the conditional provisions of this paragraph of this agreement, except so much thereof as applies to the issue or reissue in whole or in part in connection with any other motion picture than that for which the same was originally produced but are included in the release therein provided for, and as to the last mentioned pictures GRIFFITH and/or D. W. GRIFFITH individually, his heirs, executors, administrators and assigns, shall have the right to continue the exploitation of said pictures and their accompanying musical scores in the future free from any claim by SCHIRMER, excepting always in the case of a reissue as in this paragraph provided.

SIXTH: GRIFFITH covenants and agrees that the adjustment contained in this agreement shall be given publicity at its expense by publication of an appropriate statement in "Exhibition Trade Review" and "Metronome", in the form of a statement issued by GRIFFITH which may be prepared by it, but shall be subject both as to form and substance to the approval of SCHIRMER, which said statement shall be published once in each of the named periodicals.

SEVENTH: It is mutually covenanted and agreed by and between the respective parties hereto that they will co-operate each with the other for the purpose of aiding in seeking to suppress the unauthorized or improper use of copyrighted material whether it be with relation to motion pictures or published music, and more particularly in the event that either party shall learn of such use of any such copyrighted material, the property of the other, the party so learning of such use shall promptly advise the other of that fact.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective Presidents, their respective seals to be hereto affixed, attested by their respective Secretaries, the day and year first above written.

Attest:

M E Tompkins
Secretary.

G. SCHIRMER, INC.
By
W. Rodman Fay
President.

Attest:

Albert W. Baumlaf
Secretary.

D. W. GRIFFITH, INC.
By
Albert L. Gray
Vice President.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS:

On this 23 day of Dec., 1921 before me came W. Rodman Fay to me known, who, being by me duly sworn, did depose and say that he resides in the City of New York that he is the President of G. SCHIRMER, INC., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he signed his name thereto by like order.

Minerva Daniels

NOTARY PUBLIC, KINGS CO.
Certificate filed New York County-Clerk's No. 3
Commission Expires March 30, 1923

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS:

On this 13th day of January, 192 before me came Albert L. Grey to me known, who, being by me duly sworn, did depose and says that he resides in City, County & State of New York that he is the Vice President of D. W. GRIFFITH, INC., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he signed his name thereto by like order.

Gertrude Denneen

Notary Public, Kings County,
Clerk's No. 272, Register's No. 3097
Certificate filed in New York County
Clerk's No. 253, Register's No. 3206
Commission Expires March 30, 1923

G. SCHIRMER, INC.,

-with-

D. W. GRIFFITH, INC.

: A G R E E M E N T :

---oOo---

EDWARDS, MURPHY & MINTON
ATTORNEYS AT LAW
26 LIBERTY STREET, NEW YORK CITY

THIS AGREEMENT made and entered into this 23rd day of December, 1921 by and between SAM FOX and HARRY FOX, co-partners doing business under the firm name and style of SAM FOX PUBLISHING COMPANY, having a place of business at No. 158 West 45th Street, in the Borough of Manhattan, City of New York, hereinafter called "FOX" as parties of the first part and D. W. GRIFFITH, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, having its principal place of business at No. 1476 Broadway, in the Borough of Manhattan, City of New York, hereinafter called "GRIFFITH", as party of the second part, WITNESSETH:

WHEREAS, FOX is engaged in the music publishing business and is the owner of United States copyrights covering many musical compositions and arrangements; and

WHEREAS, GRIFFITH is engaged in the business of producing and leasing for the purpose of exhibition or projection motion pictures; and

WHEREAS, GRIFFITH for some time past has been arranging and printing musical scores for use in connection with the exhibition of its productions, or some of them; and

WHEREAS, through a misapprehension of its rights and those of FOX on the part of some persons connected with its organization, GRIFFITH has arranged and printed certain musical scores which contain certain musical compositions or arrangements, or parts thereof, upon which the United States copyrights were and are owned by FOX; and

WHEREAS, GRIFFITH recognizes the property rights of FOX in such musical compositions and arrangements so used, and wishes not only to discontinue any improper methods adopted by its organization in the use of such musical compositions and arrangements, but also to agree upon terms under which it may in future obtain the right to introduce in its scores such musical compositions and arrangements when the United States copyrights thereon are owned by FOX; and

WHEREAS, FOX desires to co-operate with GRIFFITH in accomplishing such ends;

NOW, THEREFORE, in consideration of the premises and of the mutual and reciprocal promises, covenants and agreements hereinafter contained, and in further consideration of One Dollar ($1,00) lawful money of the United States by each of the parties hereto to the other in hand paid, receipt whereof is hereby acknowledged, IT IS AGREED as follows:

FIRST: GRIFFITH covenants and agrees that the musical score compiled by it now in actual use in connection with the exhibition or projection of the motion pictures designated and known as "DREAM STREET" contains the following described musical composition or arrangement, upon which the United States copyrights are owned by FOX, or parts thereof, the number of times as indicated:

NAME.	TIMES.
"MARIONETTE"	6

That of the said musical score so printed in connection with "DREAM STREET" two hundred and fifty (250) copies full orchestra and two hundred and fifty (250) copies extra piano parts, and no more, have been printed; that GRIFFITH will pay to FOX at the time of the execution and delivery of this agreement one and one-quarter (1-1/4) times the gross list price of the amount of such printed music necessary to make up the said number of such scores if the same had been made up from the printed sheets as published by FOX, which is hereby agreed to be the sum of Two thousand four hundred thirty-seven and 50/100 Dollars ($2,437.50).

SECOND: GRIFFITH covenants and agrees that it will immediately annex or cause to be annexed to every such musical score so printed in connection with "DREAM STREET", whether now issued or unissued, an index which shall bear the name of any and every FOX copyrighted musical composition or arrangement, of which the whole or any part is included in such score, together with the usual copyright notice and the composer's or arranger's name and the publisher's list price for the same. The information necessary to enable GRIFFITH to comply with the provisions of this paragraph of this agreement shall be furnished to it by FOX.

THIRD: In the event that in the production of any such or similar musical score in the future, GRIFFITH shall or may desire to introduce any musical composition or arrangement, the United States copyright upon which shall be owned by FOX, it is mutually covenanted and agreed that GRIFFITH shall apply to FOX for a license to introduce each such piece of such musical composition or arrangement, or any part thereof, required for any specified score, which said

license may be refused or granted by FOX in its uncontrolled discretion; such license to be in each instance confined to one particular score for a named picture, and if granted by FOX to GRIFFITH, shall be so granted upon the following terms and conditions: GRIFFITH to pay FOX as and for a royalty under such license a sum equal to twenty-five (25%) per cent. of FOX'S gross list price for the said musical composition or arrangement, or any part thereof, for each time the said musical composition or arrangement, or any part thereof, shall be introduced into or repeated in any such score mulitplied by the number of scores printed in each specific instance, GRIFFTH covenanting and agreeing that the minimum edition of any score shall be one hundred (100) copies, it being the purpose and intent of this paragraph that the sum to be paid by GRIFFITH as royalty in any case shall be determined by the number of scores not less than one hundred (100) to be printed, multiplied by the number of times any such musical composition or arrangement, or any part thereof, is introduced therein times twenty-five (25%) per cent. of the said list price. GRIFFITH further covenants and agrees that in printing any and all of the said scores, it will printeupon the face thereof, wherever therein any such musical composition or arrangement, or any part thereof, shall appear the usual copyright notice, and each score so produced shall bear upon the face thereof the name or title of any and all of the musicial compositions or arrangements from which any part or extract is taken, together with the publisher's, composer's and/or arranger's name. That each score shall bear on the outside of the cover, or on an inside title page, a list of all such musical compositions and/or

arrangements, of which the whole or any part have been used therein, with the publisher's, composer's and/or arranger's name and FOX'S list price therefor, and in addition there shall be imprinted on the front cover of each such score so printed or prepared, a plainly legible printed notice to the effect that such score contains musical compositions and/or arrangements, or parts thereof, the copyright of which is owned by FOX.

FOURTH: GRIFFITH covenants and agrees that no score produced by it under the provisions of paragraph numbered "THIRD" of this agreement shall in any event whatsoever be introduced or used in connection with the presentation or exhibition of any other or different motion picture than that for which it was produced under the said license from FOX.

FIFTH: FOX covenants and agrees that it will and it hereby does forever release and discharge GRIFFITH and D. W. GRIFFITH individually, his heirs, executors, administrators and assigns, from any and all liability of every character whatsoever with respect to the use of any copyrighted musical composition and/or arrangement, the United States copyrights upon which are owned by FOX, or any part thereof, heretofore introduced by GRIFFITH or D. W. GRIFFITH individually in making up any musical score other than "DREAM STREET", upon the express condition, however, that in the event that if any such score or scores, or parts thereof, shall be reissued by GRIFFITH in connection either with any picture for which the same was originally produced or issued or reissued with any other motion picture than that for which the same was originally produced, GRIFFITH first having obtained FOX'S consent to such reissue, issue or reissue, shall pay to FOX for introducing or scoring any such musical compo-

sition or arrangement, the United States copyrights upon which are or shall be owned by FOX, or any part or extract thereof, at the same rate and upon the same conditions in all respects as is provided for a license of such musical compositions or arrangements in connection with the production of new scores as provided in paragraph "THIRD" of this agreement. The scores used in connection with the exhibition or projection of the motion pictures known as "WAY DOWN EAST", "THE BIRTH OF A NATION", "INTOLERANCE", "THE MOTHER AND THE LAW", "THE FALL OF BABYLON", "HEARTS OF THE WORLD", "THE LOVE FLOWER" and "BROKEN BLOSSOMS" are specifically excluded from the conditional provisions of this paragraph of this agreement, except so much thereof as applies to the issue or reissue in whole or in part in connection with any other motion picture than that for which the same was originally produced but are included in the release therein provided for, and as to the last mentioned pictures GRIFFITH and/or D. W. GRIFFITH individually, his heirs, executors, administrators and assigns shall have the right to continue the exploitation of said pictures and their accompanying musical scores in the future free from any claim by FOX, excepting always in the case of a reissue as in this paragraph provided.

SIXTH: GRIFFITH covenants and agrees that the adjustment contained in this agreement shall be given publicity at its expense by publication of an appropriate statement in "Exhibition Trade Review" and Metronome", in the form of a statement issued by GRIFFITH which may be prepared by it, but shall be subject both as to form and substance to the approval of FOX, which said statement shall be published once in each of the named periodicals.

SEVENTH: It is mutually covenanted and agreed

by and between the respective parties hereto that they will co-operate each with the other for the purpose of aiding in seeking to suppress the unauthorized or improper use of copyrighted material whether it be with relation to motion pictures or published music, and more particularly in the event that either party shall learn of such use of any such copyrighted material, the property of the other, the party so learning of such use shall promptly advise the other of that fact.

IN WITNESS WHEREOF the party of the first part has executed these presents by one of its co-partners, and the party of the second part has caused these presents to be executed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

In the presence of
M E Dompkins

SAM FOX PUBLISHING COMPANY
By Sam Fox

D. W. GRIFFITH, INC.
By Albert H. Gray
President

ATTEST:
Albert W. Manzley
Secretary.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS:

On this 23d day of Dec, 192' before me came Sam Fox, to me known to be a member of the firm of SAM FOX PUBLISHING COMPANY, and the person described in and who executed the foregoing agreement in the firm name of SAM FOX PUBLISHING COMPANY, and acknowledged that he executed the same as the act and deed of the said firm of SAM FOX PUBLISHING COMPANY.

Minerva Daniels

NOTARY PUBLIC, KINGS CO.
Certificate filed New York County Clerk's No. 3
Commission Expires March 30, 1923

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS:

On this 13th day of January 192 before me came Albert L. Grey, to me known, who, being by me duly sworn, did depose and say that he resides in City County State of New York; that he is the Vice President of D. W. GRIFFITH, INC., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Gertrude Dennen

Notary Public, Kings County,
Clerk's No. 272, Register's No. 3097
Certificate filed in New York County
Clerk's No. 253, Register's No. 3206
Commission Expires March 30, 1923

SAM FOX PUBLISHING COMPANY

-with-

D. W. GRIFFITH, INC.

: A G R E E M E N T :

----oOo----

EDWARDS, MURPHY & MINTON
ATTORNEYS AT LAW
26 LIBERTY STREET, NEW YORK CITY

Dream Street

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Orphans

s in the Dail; to the rsies; to the inter- By the same token, ght argue that the ate is an unfit instru- acy. Leaving out all s, it is impossible to behavior of the Irish been a strain upon the friends and a source of its enemies. It is often nd has at last found her so, it is manifestly a ivided soul; the Dail has much of what MATTHEW " the fever of a differ-

mpressions may be over- trongest political sense ability in the Dail seem for ratifying the treaty. of the South of Ireland ves, by individual ex- d by organizations of to be of that mind, we better things when the n Jan. 3. The fact that in the meantime no cam- f good augury. Anything d of Irish politicians who ke no speeches.

CTED IGNORANCE.

H WARREN FORDNEY of the immortal Tariff bill is protectionist. He makes LEY look like a free trader. f his obscurantism is un- Who else would have protecting the American the pauper intelligence of ook at the book sections Since 1790 an immigrant's ecessary household effects n the free list. Mr. FORD- duty on those books if is more than $250. The not be contaminated by landers. Since 1816 no brary has paid a duty on imported. This danger- on to exotic knowledge ped. Institutions daring re than two copies of a must pay duty. tbooks for schools and be taken off the free unworthy citizen who oks in any language, er date, he must pay duty. Thus the prac- n fifty years is re- chers, our scholars, ll have to pay a 20 the books they im- e restrictions the in- bitrary bedeviliments luation" and you ive scheme for ham- of American edu- the humane arts. Party used to in- the theory that it elligence. Now it t the dumping of inside the blessed

AR MEMORIAL.

Harvard Corpora- ersseers appointed

were often wrung. Memorial Hall, commemorating the Harvard dead in the Civil War, is a painful sight, but it was admired in the '70s.

The Widener Library for all its magnificence is like a peacock strutting among tame villatic fowl. But you can't look a gift horse in the mouth. We know that President LOWELL fought vainly. That there should be any congruity in Harvard buildings, that there should be any clear general plan and grouping, long seemed impossible. The freshman dormitories were the first concessions at Cambridge to ordered synoptic design. Another assemblage of dormitories might be as gracious and splendid a memorial as the university could raise to its sons nobly dead.

PARASITES OF THE MOVIES.

Mr. D. W. GRIFFITH has a grievance against a certain kind of competitors—he calls them "leeches upon the industry," and "feeders on the mother film." The epithets are suggestive. When an ambitious manager takes up a popular success of the past, lavishing his resources upon creating and advertising his production, these parasites rush in with mediocre productions and reap a harvest not of their own sowing. Thus Mr. GRIFFITH, in order to protect himself and his public, has been obliged to rename his version of "The Two Orphans," calling it "Orphans of the Storm." The d'Artagnan of DOUGLAS FAIRBANKS had a similar crop of rivals, the Three Musketeers becoming some dozens.

When Mr. GRIFFITH urges that a continuance of this practice will prevent the "featuring" of "the old classics," his case is more questionable. It may be doubted whether any one, least of all the rank and file of movie audiences, is deeply concerned that the classics shall be "featured." In being reduced to dumb show they inevitably suffer a sea change which is sometimes undeniably rich, but is always lamentably strange. The adorably romantic and boyish d'Artagnan becomes, so to speak, DOUGLAS FAIRBANKS. There is one glory of the drama and another glory of the novel, and the place for both is where one can hear the master's lines or read them.

Mr. GRIFFITH is on firmer ground when he pleads the ethics of his profession. "Deception never benefits the public." This is a fact of which the public is thoroughly aware. "If thee cheat me once," said the Quaker, "it is thy fault; if thee cheat me twice it is my own." The industry that is a prey to leeches will, drop by drop, be bled dry. Even the most exuberant mother film should have the privilege of feeding only her own children. Peculiarly pertinent is Mr. GRIFFITH'S remark that, "especially at this time," the industry of those who profess to amuse the public should be "sensitive to suggestions for betterment."

Department of the Interior might attempt—if it attempted any.

Mr. PINCHOT has given long and wholly disinterested study to all the problems of conservation, and even if it be true, as perhaps it is, that sometimes he has tried to exercise an unnecessary amount of restraint on the immediate utilization of the nation's natural resources, that fault counts as a virtue in comparison with the reckless waste and destruction for the benefit of a few which he has denounced and often prevented.

He speaks with unquestionable authority when he discusses conservation, and his condemnation of a transfer of the Forest Service to the Interior Department is a welcome confirmation of THE TIMES'S own views on that subject, already expressed several times.

He Should Change His Mind.

It is to be regretted that the transfer of the Forest Service to the Interior Department is included in the reorganization plan which President HARDING has presented to Congress. This means that the opponents of the change will have to contend with the influence of the Administration in both House and Senate, unless the President, taking other and better advice—something which he is able to do and several times has done—comes to be of another mind in the matter, sees that he was wrong, and retracts his commendation of the proposal.

Curiously enough, it is understood that a good many representatives of the lumber interests are preparing to oppose the transfer, though they are, as a class, the very persons whose operations the friends of the forests fear most. They are to take this position, however, not because they have become real conservationists, but because they do not want a suddenly increased amount of lumber thrown on the market, with a resulting decrease in the present high prices.

The possibility of that decrease should not lead consumers to favor the transfer, for the decrease in prices would be but temporary, the ultimate result a disastrous and more or less nearly complete dearth of lumber. And wood, for many and important purposes, is a material for which there is no satisfactory substitute.

Authority Goes Far Astray.

It is a cause for deeply sympathetic sorrow that the wise and careful New York Law Journal should have been deceived by—"fallen for," as the world's people say—such an ancient piece of humbug and deception as the so-called "blue laws of Connecticut." That, however, is just what our so learned contemporary has done, for it prints today, in a gravely written editorial article, the old, old story that the Legislature of Connecticut did pass the "blue laws." Worse still, it prints the laws as they were imagined by a clerical Briton who came over here in Colonial days, fell into bitter quarrels with the Colonial clergy, and, after a more or less vehemently accelerated emigration, went home and wrote a book, telling what a narrow, fanatical lot the colonists were.

He didn't exactly lie about them, but he did misrepresent and exaggerate their peculiarities, and some of his statements as to their legislation were so far from the truth that it is difficult to credit him with good faith in making them.

As all this has been told half a hundred times at least in as many publications, The Law Journal should have known the facts in the case and refrained from reviving a mere myth. The Connecticut folk were quite "blue" enough, but they never penalized the kissing of children on Sunday by their mother, nor did they think it a sin to walk in the garden on that day.

Looks a Sign

Times cannot be so bad as some growlers try to make out, and they

"BISHOP OF WALL S

A Holiday Appreciation stone Clergym

To the Editor of The New York

May I ask for the cour columns to express my g appreciation to the Rev. kinson, the "Bishop of W for the splendid work he is corner of Wall and Nassa

At his noonday meetings the young and old alike to and a useful life, to be servant, of an inquisitive do a day's work in a day.

His sermons are intere with good, healthy humor a tal and moral refreshmen care to stop and listen.

By retrospective introspe activities for the last ten which it has been my priv him speak, I came to th that, by going out into th people gather, he achieves in the line of educating humanity than do many of by sitting in churches a their sermons to empty p

The contrast between th of ministers came vividly the other night while atten ning services at one of Brooklyn churches, with choir and soloists, having is one of the best clerg country—still, the pews we The pastor said: "If I with the power to perfor to give away riches, may increase the attendance."

Rev. W. Wilkinson, tho recourse to miracles and give away, always has a preciative audience.

My sincere wish is tha cerns of the neighborho that the work he is doi most importance to th every assistance possibl continue to contribute h bringing up the youth w mate of the basic pri manhood—integrity, hon respect. THEOD

Brooklyn, Dec. 22, 19

Prohibition on

To the Editor of The New Y

In connection with the ties of the prohibition en and their circle of friend sup with them on Christ Year's at the expense o would like to suggest tha beloved Congressmen wh possible go a step beyon revise the New Testamen

This is a book which Christmas time and co ences to drink which m our legislators. For America, with the rest is now being regulated been exposed to possibili the reading of the mira into wine. A correctio suggestion at this most timely and un the Japanese and Fre Washington conferenc

It seems to me th lieutenants are destroy there was in the proh evidently passed to incr and was very effective. the enforcement made an attractive one. Now I am sure that these soon make rum as ha revenue men as for th make themselves unpo class hotels and resta will soon retaliate by rates for their liquor.

I also wish to war which threatens your years ago the title " times, jolly times a Congress and the Pha rible times, poverty-s times. If they keep good idea to change period.—Desert News.

DWG

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 24, 1921

Secretary of State,

Wilmington, Delaware.

Sir: Re: Dissolution of D. W. G. Corporation

Enclosed please find original certificate of minutes duly signed by the authorized officers of the above corporation, together with stockholders' consent to dissolution and affidavits.

Kindly advise of any expense in connection with the proper dissolution of the corporation, and we shall be pleased to forward same.

Thanking you for your courtesy and attention in the matter, we remain

Respectfully,

x Personal

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

Dec. 24, 1921

Mr. D. W. Griffith,
Mamaroneck, N.Y.

My dear Mr. Griffith:-

The attached is copy of letter received from Mr. A. C. Berman of London, which I believe you will be interested in reading. I have sent a copy of this letter to Mr. A. E. Grey.

Yours sincerely,

Hiram Abrams

PRESIDENT

AR

D. W. GRIFFITH LABORATORY.
Mamaroneck, New York.

December 24,1921.

REPORT OF LABORATORY WORK DONE DURING WEEK.

	Tests	Releases	Samples	Negatives.
Mother & The Law		2909		
Orphans Of The Storm		108824		
Picture U-3			8188	3913
		111733	8188	3913

Positive Stock used.

Eastman	72697
Belgian	7579
Agfa	39645
	119921

Negative stock used

Eastman	3913

THE POSTMASTER GENERAL
WASHINGTON

Confidential

December 25 - 1921

My dear Mr. Griffith: On next Wednesday, Dec. 28th, at 2.30 P.M. at the Office of the Roosevelt Memorial Association, 29th Floor, No One Madison Avenue N.Y., I am arranging to meet those who were kind enough to suggest my connection with the Moving Picture Industry. No doubt the entire subject matter will be discussed and I am very hopeful you can be there. Have tried to telephone you but am advised you are away. I am very anxious to have your ideas and will appreciate it if you yourself can be with us.

Again with best wishes for everything good for the Holidays, I am,

Sincerely yours

Will H. Hays

Mr. D. W. Griffith
Mamaroneck
N.Y.

Form 1206A

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 27th, 1921

PARIS COPY OF CABLE

BURLAW NY RECD DEC 25

(DELR NATHAN BURKAN 1451 BWAY)

ORPHANS AFTER NUMEROUS CONFERENCES OBTAINED CERTIFICATE THAT HEIRS RIGHTS BELONG BORIS REPRESENTED BY OSCAR OSSO STILL AWAITING DEFINITE INFORMATION PATHE GAUMONT RIGHTS WRITING NEXT MAIL

ELIGIBLE

Copy for Mr. Banzhaf

Phone Secretary to Mr. B.

2-20 11-4-336

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

140 Broadway

New York, December 27, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Marmaroneck, N. Y.

Please be advised that we have passed the following entries to your "LOVE FLOWER" L O A N account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	12/27/21	$59.06	Check for $63. received from U. Artists Corp. on Dominion Bank of Canada, Toronto, discounted at 6¼%.
	12/28/21	1018.50	Remittance for $1018.50 from United Artists Corporation.
	12/28/21	2500.00	Check of Central Union Trust Co. enclosed in your letter of December 24th.
			The application of these amounts reduces your loan $41,063.07.

Yours very truly,

Guaranty Trust Company of New York
Industrial ~~FOREIGN~~ DEPARTMENT

ORIGINAL

E-

December 28,1921

Mr. M.J.Stroock
c/o Stroock & Stroock
141 Broadway
New York City

My dear Mr Stroock:

With further reference to my letter of December 27th please be advised that the list price of the number introduced in the Griffith production of "Way Down East" is $1.65 for Small Orchestra and Piano, and 40¢ for the Piano part. Inasmuch as this arrangement was incorporated twice in the score, the list price for 500 copies and extra 250 Piano parts is $925.00. I assume that our claim should be on the same basis as the plan agreed upon for the adjustment of "Dream Street", and if I am correct in this assumption, we should claim for damages the amount of $1040.62.

Very truly yours,

CARL FISCHER

By Walter S. Fischer

The title of composition used
T.#1764 - "Flying Dutchman Overture" by Richard Wagner
Arranged by Charles J. Roberts
List price, Small and Pa. $1.65
Piano part 40¢
Copyrighted 1915.

COPY

ERNST, FOX & CANE
COUNSELLORS AT LAW
25 WEST 43RD STREET
NEW YORK

BERNARD M. L. ERNST
MELVILLE H. CANE
DAVID J. FOX

TELEPHONE VANDERBILT 10421

Dec. 28th, 1921.

Lennards v. Stevenson

Albert Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:-

Apparently the looked for check is not coming until the first of the year.

Will you, therefore, be good enough to see that we get it on next Tuesday as agreed. I have the general release for you.

With best wishes for the new year, I am

Sincerely yours,

M H Cane

C:S

State of Delaware

Office of Secretary of State
DOVER, DEL.

A. R. BENSON
SECRETARY OF STATE

December 28, 1921

Banzhaf & Pembleton,
130 West 42nd Street,
New York City, N. Y.

Gentlemen:

I have in hand the Certificate of Consent to Dissolution of the D. W. G. Corporation, and upon receipt of certified check or money-order amounting to the sum of $23.50, I will place the paper on file and issue the necessary Certificate of Dissolution and forward.

Very truly yours

A. R. Benson

Secretary of State

FSH/G

STROOCK & STROOCK

M. J. STROOCK
S. M. STROOCK
CHARLES LEVY
W. S. DRYFOOS M-D

CABLE ADDRESS "PLASTROOCK"
WESTERN UNION CODE

SOUTHERN BUILDING
WASHINGTON, D.C.

141 Broadway
New York December 29,1921

Albert H. T. Banzhaf, Esq.,
130 West 42d Street, City.

Dear Mr. Banzhaf:

FISCHER w. GRIFFITH.

Through Mr. Froehlich there was loaned to Messrs Fischer a copy of the music score used in connection with "Way Down East". This score has now been examined with the result that this morning I received from Mr. Fischer a letter, of which the enclosed is a copy.

Will you please let me have your suggestions in regard thereto.

Yours very truly, M J Stroock

Enc

C

EDWARDS, MURPHY & MINTON
ATTORNEYS AT LAW

W. H. L. EDWARDS
DEACON MURPHY
JOHN Mc KIM MINTON, JR.
CHARLES CAMPBELL, JR.

JOSEPH F. CURREN

26 LIBERTY ST., NEW YORK
TELEPHONE JOHN 1500

1 RUE DES ITALIENS, PARIS

CABLE ADDRESS { "PHYNOT," NEW YORK
"CAMPBELLAC," PARIS

December 29, 1921.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Music Publishers v. Griffith, Inc.

Dear Mr. Banzhaf:

I am enclosing herewith sheets for insertion in the contracts in the above matter in accordance with our telephone conversation of yesterday. The sheets are marked lightly in pencil at the top to show which contract they go with, i.e. Schirmer, pages 5 and 6, sheets provided for your two copies; Fox Publishing Company, pages 5 and 6; Jungnickel contract, pages 5 and 6. Please insert these pages in the copies of the contracts which you have and procure their execution and advise me when you are ready to exchange delivery of the executed copies.

Sincerely yours,

WHL Edwards

WE:LF

Enclosures.

MORRIS, VEASEY & C°
SOLICITORS & INTERNATIONAL LAW AGENTS

FREDERICK G. C. MORRIS
ARTHUR C. T. VEASEY
W. A. WARD-JONES
F. A. ROLT

TELEPHONE
GUTENBERG 68-72

TELEGRAPHIC ADDRESS
ELIGIBLE-PARIS

LONDON OFFICE: 40, KING STREET E.C.2
(CHEAPSIDE)
Telephone city 5364 & 5365

23, RUE DE LA PAIX
PLACE DE L'OPÉRA (2e)

PARIS, 29th December 1921

Dear Sir,

"Les Deux Orphelines"

We are now in a position to write fully in regard to our enquiries and in confirmation of our cable communications as follows.

On the 15th instant we received a cable from you reading:-

"PLEASE CABLE RESULTS YOUR INVESTIGATION TWO
"ORPHANS."

to which we replied on the 17th as follows:-

"LETTER CABLE RECEIVED INVESTIGATING WILL REPORT
"IMMEDIATELY ANY RESULTS TWO ORPHANS."

In view of the progress of our enquiries, which we will explain below, we sent you a further cable on the 21st instant, reading:-

"HOPE CABLE RESULT SATURDAY SITUATION
"COMPLICATED."

As foreshadowed by our previous cable we sent you on the 23rd instant a further cable reading:-

Mr. Kahn, Cor
66 Beaver
5126 B. Gr

Nathan Burkan, Esq.

"ORPHANS AFTER NUMEROUS CONFERENCES OBTAINED
"CERTIFICATE THAT HEIRS RIGHTS BELONG BORIS
"REPRESENTED BY OSCAR OSSO STILL AWAITING
"DEFINITE INFORMATION PATHE GAUMONT RIGHTS
"WRITING NEXT MAIL."

Later on the 28th December, we sent you still a further cable reading;-

"ORPHANS GAUMONT PATHE HAVE NO RIGHTS PATHE
"PROPOSE NEGOTIATING FOR SAME."

It has been exceedingly difficult to check the facts and arrive at the result which we have cabled. We have had interviews with Dr. Meunier, Mr. Oscar Osso, Maître Chavane, Pathe Frères, Gaumont, and Société des Auteurs, and correspondence with various other people. As a result the position appears to be as follows:

The work in question was written by Mr. Philippe d'Ennery and Mr. Eugène Corman. Mr. Philippe D'Ennery had a natural daughter, Mdlle. d'Ennery, who married a Mr. le Roux; they had a daughter who married Dr. Meunier and by this marriage there were two children namely Mdlles. Collette and Yvonne Meunier, who are minors and who are represented by their father, Dr. Meunier. Eugène Corman left as heirs Madame Mayrargues and a Mr. Corman. It appears there was a protracted law suit before the French Courts disputing the validity of the Will of Mr. d'Ennery but in the end on the 7th April, 1901 judgment was rendered by the Court establishing in fact that Mdlle d'Ennery (who

married Mr. le Roux) was entitled to Mr. d'Ennery's property. The documents relating thereto were produced to us by Me. Chavane, the Notary acting for the Société des Auteurs.

Dr. Meunier has informed us verbally and also by letter that he is the legal representative of Mdlles. Collette and Yvonne Meunier, and that he ceded all the cinematographic rights through the Société des Auteurs to Mr. Boris, who, we understand, represented the Fox Film Company. We have also seen Mr. Osso, who corroborates this.

We have also had interviews with representatives of the Société des Auteurs, particularly an interview with Mr. Leclerc, who confirmed the above and definitely stated that the cinematographic rights in this work belonged to Mr. Boris who was represented by Mr. Oscar Osso, and that one could without fear enter into a contract with Mr. Oscar Osso, with whom the Société des Auteurs had had business relations for the last 15 years. We asked Mr. Leclerc to give us a written certificate. He first of all demurred saying it was not within his province to do so, but upon our producing to him a letter which we had previously written and to which a note in reply had been added, reading as follows:-

Nathan Burkan, Esq.

"the cinematographic rights of "Les Deux Orphelines"
"belonged to Mr. Boris represented by Mr. Oscar Osso,
"416, rue St. Honoré."

he in our presence said he would endorse that and accordingly put the seal of the Société des Auteurs thereon. This is in our possession.

It should be understood that the Société des Auteurs is in the nature of an official organisation and it becomes obligatory on the part of authors to register their rights with this Society. The Society has to attend to the collection of all authors' duties and taxes, etc. and therefore in view of the fact that we carefully explained the reasons for our enquiries and obtained a statement from the Société des Auteurs that the present rights are vested in Mr. Boris, represented by Mr. Oscar Osso, which is confirmed by Dr. Meunier, your clients can properly enter into a contract with Mr. Oscar Osso in the matter, especially as we have satisfied ourselves that the litigation above referred to terminated satisfactorily in favour of Mr. d'Ennery's heirs as represented by Dr. Meunier.

As regards Pathé Frères and Gaumont: we have obtained a definite answer in writing from Gaumont to the effect that they have no rights but that they believe some other person has an interest therein (presumably Mr. Boris).

Pathé Frères have told us verbally that they have no rights, but up to the moment we have not received a letter as promised confirming this. We have ascertained, however, that they are endeavouring to obtain such rights for themselves and doubtless they wish to put off the writing of this letter until they have completed such negotiations as they are now endeavouring to enter into. We accordingly sent you the cable explaining the position in this respect.

As we said before the information wehave been able to obtain has been exceedingly difficult to collect, but we can certainly advise you, in view of the statement we have had from the Société des Auteurs, backed up by our other enquiries, that your clients need have no further doubt in the matter.

We shall be glad to hear if there is anything further we can do for you in the matter, and remain

Yours faithfully,

Morris Keasey & Co

Nathan Burkan, Esq.,
1451, Broadway,
New York,
U.S.A.

P.S. We might add that Dr. Meunier informed us in conversation that none of the cinematographic rights for the other works of Mr. d'Ennery has been disposed of, and that he would be willing to negotiate with any one in regard thereto. He considers that some of the other works are better for cinematographic purposes then "Les Deux Orphelines". We mention this for what it is worth in case it may interest your clients.

M.V.C.

Allied Art

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

December 29th, 1921.

Mr. Albert H. T. Banzhaf
130 West 42nd Street
New York City

My dear Bert:

Enclosed please find two copies of letter which Mr. Abrams has received from Mr. Berman, one for your client and one for yourself.

This question is not a new one, it is the same question we have discussed and decided in this country. Mr. Abrams desires all of the principals to receive a copy of Mr. Berman's letter and would like to have Mr. Griffith's expression concerning same.

Sincerely,

Dennis F. O'Brien

DFO'B:MM

Dwss

December 29th, 1921

Hon. A. R. Benson,
Secretary of State,
Dover, Delaware.

Sir:

Replying to your of the 28th inst., re dissolution of D. W. G. Corporation, I am enclosing herewith*check to your order for $23.50 as requested.

Trusting this is satisfactory and that you will issue the necessary Certificate of Dissolution in due season and forward to me, I remain

Respectfully,

R
Enc
*certified

Wark

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 29, 1921

American Railway Express Co.,
Clairton, Pa.

Gentlemen:

We beg to refer you to our letter of the 3rd inst. to which we have not as yet been favored with a reply from you.

We would appreciate your prompt attention to the matter.

Very truly yours,

R

Dwes.

State of Delaware.

Office of Secretary of State

DOVER, DEL.

A. R. BENSON
SECRETARY OF STATE

December 30, 1921

Banzhaf & Pembleton,
Bush Terminal Bldg.,
New York City, N. Y.

Gentlemen:

Enclosed find Certificate of Dissolution of the D. W. G. Corporation, and wish to advise I have this day forwarded copy to the Evening Journal Publishing Company for publication in one issue of their paper. Upon receipt of affidavit for filing, will advise you date of filing same.

Very truly yours

A. R. Benson

Secretary of State

G

State of Delaware.

Office of Secretary of State.

Certificate of Dissolution.

To All to Whom These Presents May Come, Greeting:

Whereas, *It appears to my satisfaction by duly authenticated record of the proceedings for the voluntary dissolution thereof, by the consent* ---

---

of all the stockholders deposited in my office, the D. W. G. CORPORATION, ---

---*a corporation of this State whose principal office is situated at* No. 7 West Tenth Street, *in the city of* Wilmington, *County of* New Castle, *State of Delaware,* Corporation Trust Company of America, *being agent therein, and in charge thereof, upon whom process may be served, has complied with the requirements of the Corporation Laws of the State of Delaware, as contained in 1915. Section 1, to 2101 Section 187, Chapter 65, of the Revised Statutes of 1915, as amended, preliminary to the issuing of this*

Certificate of Dissolution.

Now, therefore, I, A. R. Benson, *Secretary of State of the State of Delaware, do hereby certify that the said corporation did on the* thirtieth *day of* December, *A. D. 19* 21, *file in the office a duly executed and attested consent, in writing, to the dissolution of said corporation executed by* ---

---*all the stockholders thereof, which said consent and the records of the proceedings aforesaid, are now on file in my said office as provided by law.*

In Testimony Whereof, *I have hereunto set my hand and official seal, at Dover, this* thirtieth *day of* December *in the year of our Lord one thousand nine hundred and* twenty-one.

A. R. Benson

Secretary of State.

Certificate

OF

Dissolution

OF

.....

.....

Date.....*191*.....

The State of Delaware

OFFICE OF SECRETARY OF STATE, DOVER, DELAWARE

Baughaf & Pembleton

TERMS CASH

Debtor to A. R. BENSON, *Secretary of State*

Dec 30 1921	*To State Tax on Filing Certificate of* Consent ~~Incorporation of~~ to Dissolution	
	D. N. G. Corp.	$10 00
	To Publisher, Jr.	4 50
	To filing Affidavit	2 50
	Receiving, Filing and Indexing Same	2 50
	To Copying and Certifying Same	5 00
		$23 50

Received Payment

A. R. Benson

Secretary of State

December 30/21

Dear Mr. Abrams:-

We learned today from Jennings personally that he had signed a one year contract with Paramount for their entire future product, with the right on his, Jennings, part to reject such Paramount Pictures as in his opinion are not suitable for use in Mexico. Jennings told us that he had negotiated and closed the deal with a representative that Paramount had sent from New York, a fellow by the name of Sawyer, and that this deal was consummated without the knowledge of the local Paramount office here. Under this contract, as we are informed by Jennings, Paramount sells their entire output to him for the entire Republic upon an out and out royalty basis and that the pictures are classified in three groups; namely, group one for $250. royalty, group two for $350. royalty and group three for $450. royalty. Jennings to pay for prints at laboratory cost plus duty. Under this contract, some of Paramounts product does not come within these three classifications, such as THE MIRACLE MAN and THE AFFAIRS OF ANATOL. The super-specials, so-called, are sold to Jennings outright for the entire Republic for seventeen cents per foot royalty including one positive print.

We spent today arranging the big advertising campaign for ZORRO and are arranging to spread the publicity and advertising over a period of two weeks as in all probability the picture will be released on Saturday, January 14th.

Respectfully submitted

M. SILVERSTONE
HARVEY SHEAHAN

THE AMERICAN CLUB

STROOCK & STROOCK

M. J. STROOCK
S. M. STROOCK
CHARLES LEVY
W. S. DRYFOOS M-D

CABLE ADDRESS "PLASTROOCK"
WESTERN UNION CODE

SOUTHERN BUILDING
WASHINGTON, D.C.

141 Broadway
New York

December 30,1921

Albert H. T. Banzhaf, Esq.,
130 West 42d St, City.

Dear Mr. Banzhaf:

FISCHER with GRIFFITH.

For your information, consideration and suggestions, I am submitting to you herewith my last revise of the contract in the above matter.

Please let me know whether the same is approved by you and your client and please be sure to return the enclosed paper to me with your answer.

Yours very truly,

M J Stroock

Enc.

C

Guaranty Trust Company of New York

140 Broadway

Capital $ 25,000,000. Surplus $15,000,000.

Member of Federal Reserve System

Cable Address "Fidelitas"

New York Offices
Fifth Avenue and 44th St.
Cable Address "Notromco"
Madison Avenue and 60th St.
Cable Address "Guarmadis"
268 Grand Street
Cable Address "Guargrand"

Foreign Offices
Cable Address "Garritus"

London Paris
Liverpool Havre
Brussels Antwerp
Constantinople

New York, December 31, 1921.

H.F. Callaway
Assistant Secretary

accrued interest Love Flower - to 12/31/21
Callaway

D. W. Griffith, Inc.,
Orienta Point,
Marmaroneck, N. Y.

Gentlemen:-

We have credited your "Love Flower" account $15,000. value dated December 31, your check on the Central Union Trust Company enclosed in your letter of December 29th. The application of this amount reduces your loan to $26,063.07.

Yours very truly,

H F Callaway
Assistant Secretary.

HFC:LCL:HEM
Industrial Dept.

12-20

11-4-338

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

GRAND STREET OFFICE
268 Grand Street

140 Broadway

New York, December 31, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N. Y.

Please be advised that we have passed the following entries to your Love Flower Loan account:

DEBIT	VALUE DATE	CREDIT	PARTICULARS
	Dec. 31	$15,000	Your check on the Central Union Trust Co., enclosed in your letter of Dec. 29th. The application of this amount reduces your loan to $26,063.07.
			C O PY

Yours very truly,

Guaranty Trust Company of New York

Industrial ~~XXXXXXX~~ FOREIGN DEPARTMENT

ORIGINAL

AMERICAN RAILWAY EXPRESS COMPANY.

Wak

Clairton, Pa., December 31, 1921.

File - J

Banzhaf & Pembleton,
130 - W 42nd.St., - New York, N.Y.

Gentlemen:

I have your letter of the 29th. inst. in which you refer to a letter that you addressed to us under date of December 3rd.

This is to advise you that I have no record of receiving any letter from you and am therefore in ignorance of what information you desired.

Will you kindly favor us with a copy of your letterof the 3rd.inst.

Yours truly,

J.G.Fry,
Agent.

JGF/LC.

D. W. GRIFFITH LABORATORY.
Mamaroneck, New York.

December 31st 1921.

REPORT OF LABORATORY WORK DONE DURING WEEK.

Tests	Releases	Samples	Negatives.
Orphans of the Storm	67204		
Intolerance	23076		
Fall Of Babylon	1991		
Mother & The Law	64		
Picture U-3		743	547
	92335	743	547

Positive stock used

Eastman	62316
Belgian	5325
Agfa	25437
	93078

Negative stock used

Eastman	547

A

EXHIBIT A

EPOCH PRODUCING CORPORATION

BALANCE SHEET (TENTATIVE)

DECEMBER 31, 1921

* * * * *

Assets

Film and accessories		$ 1,000.00
Advances:		
Harry E. Aitken	$ 6,535.00	
R. E. Aitken	2,957.00	
Thomas Dixon	5,000.00	14,492.00
Working funds		850.00
Cash		11,712.69
		$27,054.69

Liabilities

Accounts payable:		
Master Photoplay Company	$ 1,000.00	
Sundry	475.50	
	$ 1,475.50	
Accrued expenses	2,913.76	4,389.26
Net assets		$23,465.43

Represented by:-

Capital stock and paid in surplus:

Balance of investment as at January1, 1920, and as per audited accounts at that date		$21,823.27
Less:		
1919 Federal taxes paid in1920	$3,060.77	
Loss for year 1920	893.08	3,953.85
Balance December31,1921		$18,868.42
Add - Profits for year 1921		4,597.01
Balance of investment(before providing for 1921 Federalttaxes)		$23,465.43

EXHIBIT B

EPOCH PRODUCING CORPORATION

PROFIT AND LOSS ACCOUNT
TENTATIVE
FOR THE TWO YEARS ENDING DECEMBER 31, 1920 AND DECEMBER 31, 1921 RESPECTIVELY

* * * * *

	1920	1921
Receipts		
Road companies -		
Company A		$ 4,586.46
" B		22,366.02
" C		19,862.25
" D		19,019.53
" E		12,496.35
Special		6,936.50
Sale of print	$ 400.00	
Commission on account of rights	748.35	
Total receipts	$ 1,148.35	$85,167.12
Expenses:		
Company A		$ 3,028.74
" B		12,[illegible].79
" C		13,793.60
" D		11,742.40
" E		11,064.94
Special		4,846.56
Total expenses		$56,881.03
Balance gross profits	$ 1,148.35	$28,306.09
Deduct:		
Head office and administrative expenses-		
Salaries	$ 63.53	$ 8,762.00
Rent and storage	845.75	1,723.41
Telephone and telegraph		200.53
Expressage		50.75
Traveling		217.66
Advertising		147.00
Censorship		78.00
Supplies	29.58	513.87
Prints		242.56
Taxes -		
English compromise £2,000 @ $3.98½		7,965.00
Film, etc.	450.14	1,369.11
Legal and auditing expense	708.91	995.40
Office and general expense	159.23	971.62
Insurance	215.71	17.92
Foreign exchange		490.09
Total expense	$2,041.43	$23,709.08
Balance carried to balance sheet, being profit or loss before providing for 1921 Federal taxes and subject to remarks in accompanying report regarding adjustment of accounts with Messrs. Griffith, Dixon and Aitken	$ 893.08	$ 4,597.01

THE ALLIED ARTISTS CORPORATION, Ltd.

31st, December 1921.

B A L A N C E S H E E T

---oOo---

ASSETS

Equipment		£ 927. 4. 1.	
Furniture & Fixtures		1419.15. 6.	
Inventory		1327.15. 7.	
Accounts Receivable			
Due	£ 16998. 3. 5.		
Not Due	88222. 0. 0.	105220. 3. 5.	
Accounts Receivable Sundry		2063.11. 6.	
Cash in Bank		12738. 9. 3.	
Petty Cash		50. 0. 0.	£123746.19. 4.
			4500. 7. 7. £128247.6.11.

LIABILITIES, OPERATING BALANCE & CAPITAL

---oOo---

Accounts Payable Sundry		1332. 1. 6.	
Accounts Payable			
Mary Pickford	39430.14.10.		
Douglas Fairbanks	38300.15. 9.		
Do.Do.Musketeers	1767.14. 1.		
D.W.Griffith (W.D.E.)	2077. 17. 9.		
D.W.Griffith	5444.17. 6.		
United Artists Corp:	10778.19. 9.	93645. 4. 2.	
Operating Balance		25770. 1. 3.	
Capital		7500. 0. 0.	£128247.6.11.

NOTE: Amounts due Artists are on the basis of Contracts taken and not on rentals earned. See separate statements for amounts due on rentals earned and collected.

BERTRON, GRISCOM & CO., INC.
40 WALL STREET
NEW YORK

LAND TITLE BUILDING
PHILADELPHIA

June 6th, 1921.

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Gentlemen:-

We enclose cheque for $1,388.25, representing the difference between $8.50 and $10.75 per share on an additional ,617 shares Class A stock of D. W. Griffith, Incorporated, taken up to the close of business May 31st.

Our records show that as of the close of business May 31st, shares were taken up as follows:

New York - - -	82,040	shares
Chicago - - -	29,979	"
Total - - - -	112,019	"

As you know, on 12,019 shares of this amount you are to receive payment on the basis of $10.75 per share, of which $8.50 per share has been paid to the Central Union Trust Company and $2.25 per share to you as follows:

May 18 - - -	2,508	shares	- - - $	5,643.00
" 24 - - -	2,227	"	- - -	5,010.75
" 25 - - -	3,163	"	- - -	7,116.75
June 1 - - -	3,504	"	- - -	7,884.00
" 6 - - -	,617	"	- - -	1,388.25.
	12 019			

Der 6/7/21.

Very truly yours,

T. B. Hamilton

Asst.Secty. & Asst.Treas.

Encl - Cheque

H/MC

Pearlers Pier
New Rochelle

D. W. GRIFFITH, INCORPORATED

BALANCE SHEET

* * * * *

DECEMBER 31, 1921

PRICE, WATERHOUSE & CO.
56 PINE STREET
NEW YORK

30 exh

D. W. GRIFFITH,

BALANCE SHEET

Assets

FIXED ASSETS:-		
Real estate and appurtenances, studio and sundry equipment, props, wardrobe and scenery:		
At June 30, 1920, per appraisal of The Coats & Burchard Co.	$1,486,800.00	
Additions since that date	88,171.36	
	$1,574,971.36	
Less - Depreciation provided by the company	45,658.98	
		$1,529,312.38
GOODWILL, CONTRACTS WITH STARS, ETC.		802,863.83
INVESTMENTS, AS VALUED BY D. W. GRIFFITH		35,000.00
INVENTORIES (Pledged as security to loans, per contra):		
Released film (as determined by officials)	$ 794,161.84	
Unreleased film (including charges by officials of $66,308.80 for exploitation)	818,785.81	
Raw film, chemicals and supplies	5,116.56	
Scenarios	52,600.00	
	~~66496 37~~	1,670,664.21
SUNDRY ACCOUNTS RECEIVABLE		25,682.64
CASH		132,762.02
DEFERRED CHARGES TO FUTURE OPERATIONS		47,803.77
ORGANIZATION EXPENSES, less amount written off		44,091.67
		$4,288,180.52

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T H, I N C O R P O R A T E D

DECEMBER 31, 1921

Liabilities

MORTGAGES			$ 208,300.00
DEMAND LOANS TO BANKS AND OTHERS (Secured by and payable from receipts from released and unreleased film, also by assignment of policies for $250,000.00 on life of D. W. Griffith			399,228.05
TIME LOANS			45,000.00
D. W. GRIFFITH			70,972.84
OTHER LIABILITIES - ACCOUNTS PAYABLE, ETC.			237,775.43
ADVANCE PAYMENTS OF FILM RENTALS			244,252.34
CAPITAL STOCK: Represented by - 121,693 shares Class A stock of no par value (125,000 shares authorized) 375,000 shares Class B stock of no par value			$3,283,199.75
SURPLUS:-			
Balance, January 1, 1921		$208,236.02	
Deduct - Dividends on Class A stock		134,098.50	
		$ 74,137.52	
Deduct - Adjustments:			
Federal taxes year 1920	$ 86,856.29		
Loss on "Brass Bowl"	74,975.42		
	$161,831.71		
Loss for 1921, before providing for depreciation of studio and laboratory buiddings, props, wardrobe and scenery	112,853.70	274,685.41	200,547.89
			3,082,651.86
CONTINGENT LIABILITY: Royalties contingent upon payment of dividends	$111,000.00		
			$4,288,180.52

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D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

To
CLASS "A" STOCKHOLDERS
of D. W. GRIFFITH, INC.

The year 1921 has been an exceedingly difficult one for every form of industry in this country, ~~due to readjustments necessary after the War~~, and this has been particularly true of every form of amusement enterprise, including the Motion Picture industry. Due to consequent lack of employment, motion picture theatre patronage has necessarily been curtailed.

I am glad to report that even under these conditions the earnings of your Company have been satisfactory, and I am enclosing you a condensed Earning Statement and Balance Sheet.

Your Directors, in this year of depression, have considered it wise to make extraordinary depreciation charges against the earnings for the past year, to an extent that will leave no question as to the value of plays carried on the books, that their cost may be easily returned and leave a large margin of profit.

The detailed earning statement will show to what an extraordinary extent this policy has been carried, even going so far as to make charges against the accumulated Surplus Account. This action of your Directors will be recognized generally by conservative investors and bankers as a sound business policy at this time, and in line with policies initiated by many large corporations in this and other lines of business.

These book write-offs did not affect the cash earnings of the Company, which were used for the production of the new picture "ORPHANS OF THE STORM", and in the reduction of bank loans, etc.

The same favorable reception which was given "WAY DOWN EAST" by the press and the motion picture public has been fully accorded the latest production of the Company - "ORPHANS OF THE STORM". This picture is only now being released in a few "key" cities. On account of approaching dull season it would be unwise to release it generally. "ORPHANS OF THE STORM" will not be put out in general release throughout the country until the Fall.

The initial earnings from this latter picture, in conjunction with the current earnings from "WAY DOWN EAST", "DREAM STREET" and "LOVE FLOWER" should place your Company in a strong financial position, both as to earnings and net assets, before the end of the present fiscal year, June 30th.

During the present year the production program will be guided, both as to the size and character of productions, by conditions.

In view of the above it is not considered advisable to act on the dividend declaration until the end of the fiscal year, at which

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time the preferential annual dividend of $1.50 per share on Class "A" Stock will be formally acted upon. The fiscal year of the Company ends June 30, and the meeting for the purpose above mentioned will be held in the month of July. Rigid economies in keeping with the times are being introduced in the management of the Company.

As you know, according to my contractional agreement, I cannot, myself, receive any dividends on my shares until after the Class "A" Shareholders have received theirs.

I regret that owing to the inability of the certified accountants to present your Board with a completed audit for the calendar year, until a few days ago, that this letter could not have been forwarded you earlier.

Very truly,

President.

P. S. Condensed Earning Statement
and Balance Sheet attached.

Letter Head
Plain

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D. W. GRIFFITH, INCORPORATED

STATEMENT OF PROFIT AND LOSS

FOR THE YEAR ENDING DECEMBER 31, 1921

Rental Incomes, Net -	$ 1,791,101.35
Expenses -	203,496.46
Balance - - - - - - - -	$ 1,587,604.89
Production Costs and Other Deductions not included in the Cost of Films - - - - - - - - - - -	279,233.41
Balance - - - - - - - -	$ 1,308,371.48
Interest and Cost of Loans- - - - - - - - - - - - - - - -	104,324.78
Balance for Dividends and Depreciation - - - - - - - -	$ 1,204,046.70
Depreciation Charges on Productions, Buildings, etc. -	$ 1,316,900.40
EXCESS CHARGES OVER INCOME - - - - - - - -	$ 112,853.70

Bond

Memorandum for Mr. Banzhaf's Exclusive Use

The following are the theaters in which manuscript copies of "Dream Street" have been used - to the best of my knowledge

Central Theatre, New York
Town Hall "
Chestnut Street Opera House - Philadelphia
Majestic Theatre Boston
Providence Opera House Providence
Majestic Garden Grand Rapids, Michigan.

A manuscript copy was forwarded to Chicago on June 25th to the manager of the United Artists Corporation with a special request to have the local orchestra in Chicago to use the manuscript instead of the printed score.

Albert Lee

The following three numbers are the ones which have been reprinted in DREAM STREET from the Carl Fischer Catalogue.

T. O. 880 TORCH DANCE from "Three Dances Henry VIII, German, arr. by Klugescheid
used once 250 copies at $2.80 $700.00

T. O. 1860 FOURTEEN FATHOMS DEEP, M. L. Lake
used three times 750 copies at $1.50 1125.00

T. O. 1831 DER FREISCHUTZ OVERTURE, Weber, arr. by Chas. J. Roberts
used twice 500 copies at $2.20 1100.00

TOTAL LIST PRICE $2925.00

Less 10% 292.50

$2632.50

1 1/4 times Net Price

$3290.63

WAY DOWN EAST

T. O. 1764 FLYING DUTCHMANOVERTURE, Wagner, arr. by Chas. J. Roberts
used twice 500 copies at $2.80 $1400.00

Less 10% 140.00

$1260.00

1 1/4 times Net Price 315.00 1575.00

Total $4865.63

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MEMORANDUM OF AGREEMENT

between

D. W. GRIFFITH INC .

and

UNITED ARTISTS CORPORATION.

Dec. 1921.

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG TIMES SQUARE
NEW YORK CITY

MEMORANDUM OF AGREEMENT, made in duplicate, (each executed copy to be regarded as an original for all purposes) and entered into this day of December, A.D. 1921, by and between D. W. GRIFFITH, INC., a corporation organized pursuant to the laws of the State of Maryland, having its principal place of business at 1476 Broadway, City, County and State of New York, hereinafter designated as GRIFFITH CORPORATION, party of the first part; and UNITED ARTISTS CORPORATION, a corporation organized pursuant to the laws of the State of Delaware, having its principal place of business at 729 Seventh Avenue, City, County and State of New York, hereinafter designated as UNITED ARTISTS, party of the second part,

W I T N E S S E T H:

WHEREAS, DAVID W. GRIFFITH and UNITED ARTISTS entered into a contract dated the 5th day of February, 1919, pursuant to which Mr. Griffith agreed to provide, at his own expense, the UNITED ARTISTS, with a series of at least three special feature motion picture photoplays per year, beginning on the day of 1920, for and during the period of the next succeeding three years, totaling at least nine of such feature photoplays to be marketed and turned to account by the UNITED ARTISTS in the United States of America and the Dominion of Canada, which would be personally directed by the said David W. Griffith, pursuant to the terms, conditions and provisions of the aforesaid contract; and

WHEREAS, pursuant to said contract, said David W. Griffith has produced and delivered to the UNITED ARTISTS the following motion pictures, to wit:

"BROKEN BLOSSOMS",
"LOVE FLOWER",
"DREAM STREET",
"WAY DOWN EAST";

and

WHEREAS, the UNITED ARTISTS, through its stockholders, that is, Mr. Charles Chaplin, Mr. Douglas Fairbanks, Mrs. Mary Pickford Fairbanks, known as Mary Pickford, and Mr. David W. Griffith, has caused to be organized the Allied Artists Corporation Ltd., pursuant to the laws of Great Britain, for the purpose of distributing, marketing and turning to account motion pictures in the British Isles and elsewhere, (said corporation has its principal place of business at 86 Wardour Street, W. 1. London, England); and Les Artistes Associés, organized pursuant to the laws of France, for the purposes of distributing and marketing and turning to account motion pictures in France and elsewhere, (said corporation has its principal place of business at 21 Rue du Faub du Temple, Paris, France); and is about to organize a corporation pursuant to the laws of Belgium to distribute motion pictures in Belgium and other parts of the world; and is about to organize a corporation pursuant to the laws of Australasia to distribute motion pictures in Australasia and other parts of the world; and is about to enter into agreements with said corporations for the distribution of motion pictures marketed, distributed and turned to

account in the United States of America and Dominion of Canada, and other parts of the world; and

WHEREAS, David W. Griffith has assigned his contract, pursuant to subdivision "B" of Paragraph "Seventh" of said contract with the UNITED ARTISTS, to said D. W. GRIFFITH, INC., and

WHEREAS, the parties hereto desire to modify the aforesaid contract in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, and for the further consideration of the sum of One Dollar ($1.00) each to the other in hand paid, the receipt whereof is hereby acknowledged, it is mutually agreed between the parties hereto as follows:

FIRST:

The GRIFFITH CORPORATION does hereby grant, and by these presents has granted to the UNITED ARTISTS, in addition to all rights of every kind and character heretofore granted to the UNITED ARTISTS by either said David W. Griffith or GRIFFITH CORPORATION, or both, the sole and exclusive right, license and privilege to distribute, market and turn to account:

(a) "LOVE FLOWER" in the territories of France, Belgium, Switzerland, Czecho-Slovakia, Denmark, Sweden, Norway, Holland, Germany, Austria, Italy, Spain, Portugal and Australasia;

(b) "DREAM STREET" in the territories of the United Kingdom, by which is meant, England, Ireland, Scotland and Wales, and the islands immediately adjacent thereto, France, Belgium, Switzerland, Czecho-Slovakia, Denmark, Sweden, Norway, Holland, Germany, Austria, Italy, Spain, Portugal and Australasia;

(c) "WAY DOWN EAST" in the United Kingdom and Australasia;

subject to the terms, conditions and provisions of the aforesaid contract, except as follows:

That the UNITED ARTISTS is hereby authorized and empowered, and by these presents is authorized and empowered, to grant the sole and exclusive right, license and privilege to distribute, market and turn to account the aforesaid motion pictures "WAY DOWN EAST" and "DREAM STREET" to the Allied Artists Corporation Ltd., for the territories of the United Kingdom, by which is meant, England, Ireland, Scotland and Wales, and the islands immediately adjacent thereto, and the parties hereto do hereby confirm and approve of the oral arrangements heretofore entered into by Albert H. Grey, as Vice-President of the GRIFFITH CORPORATION, Abraham Berman, General Manager of the Allied Artists Corporation Ltd. and Hiram Abrams, Presidebt of the UNITED ARTISTS, and such oral agreement is hereby merged into this agreement, pursuant to which the motion picture "WAY DOWN EAST" is being marketed and turned to account by the Allied Artists Corporation Ltd. in the United Kingdom.

The GRIFFITH CORPORATION does hereby consent to the UNITED ARTISTS assigning to Les Artistes Associés, the sole and exclusive right, license and privilege to distribute, market and turn to account in France, Belgium, Switzerland, Czecho-Slovakia, Italy, Spain and Portugal, or in any or all of said countries, the motion pictures "LOVE FLOWER" and "DREAM STREET"; and to a corporation or corporations that UNITED ARTISTS, or its stockholders, cause to be organized or own at least fifty percent (50%) of its capital stock, the sole and exclusive right, license and privilege to distribute, market and turn to account in Denmark, Sweden, Norway, Holland, Germany, Austria and Australasia, the aforesaid motion pictures "LOVE FLOWER" and "DREAM STREET"; in the event that the UNITED ARTISTS does not cause to be organized a corporation, or own fifty percent (50%) of the capital stock of the corporation engaged in the marketing of said motion pictures in any or all of the aforesaid countries, Denmark, Sweden, Norway, Holland, Germany, Austria and Australasia, then it may grant the sole and exclusive right, license and privilege to distribute, market and turn to account either or both of the aforesaid motion pictures in any or all of the aforesaid countries, to a person, persons or corporation in good standing and financially responsible; subject, however, to the written consent of the GRIFFITH CORPORATION being first had and obtained, such consent not to be unreasonably withheld.

SECOND:

(a) All moneys derived or received, directly or in-

directly, from the license to use each of said photoplays for exhibition purposes, excepting the moneys paid for lithographs and other advertising materials, shall be divided and belong to the parties hereto as follows: Seventy percent (70%) to the GRIFFITH CORPORATION and thirty percent (30%) to the UNITED ARTISTS, except in such parts of the world where the UNITED ARTISTS licenses a person or corporation other than itself, to market, distribute and turn to account the aforesaid photoplays, when the GRIFFITH CORPORATION shall receive ninety-five percent (95%) and UNITED ARTISTS five percent (5%) of all moneys derived from the licensing of such person or corporation to market, distribute and turn to account said photoplays, in the particular portion of the world to which such license extends. The aforesaid moneys belonging to the GRIFFITH CORPORATION shall be paid or caused to be paid within fifteen (15) days after the moneys have been received by the UNITED ARTISTS, or in the manner provided in the contract pertaining to the marketing and turning to account of said photoplays in said foreign territory.

All payments shall be accompanied with true and accurate statements showing the details of each rental, including the name of the theatre, the dates when exhibited, and the rental or consideration paid for the use of the same.

The UNITED ARTISTS shall be deemed to operate its own exchanges in any locality where it either owns the exchanges itself, or it, or the stockholders of the UNITED ARTISTS, own fifty percent (50%) or more of the capital stock of the corporation that does operate these exchanges.

The UNITED ARTISTS shall also supply to the GRIFFITH CORPORATION, upon the written request of the GRIFFITH CORPORATION, at reasonable times and intervals, a statement showing the unplayed contracts in reference to said photoplays, or either of them.

THIRD:

The GRIFFITH CORPORATION agrees to pay any and all taxes that are properly chargeable, directly or indirectly, because of its share of the earnings or moneys derived from the marketing and turning to account, or sale of the aforesaid motion pictures in the aforesaid foreign territory; and to indemnify and hold harmless said UNITED ARTISTS, or the corporation authorized by UNITED ARTISTS to market and turn to account or sell such photoplays in the aforesaid foreign territory, or both, because of any claim or claims ofsuch foreign territory against the UNITED ARTISTS, or the duly authorized corporation, because of the failure of payment or nonpayment of said tax by the GRIFFITH CORPORATION.

FOURTH:

The GRIFFITH CORPORATION agrees to provide the UNITED ARTISTS, upon its request, the foreign negative, with a positive copy conformed to the negative, with all captions and titles in the language of the country that such positive copy is to be distributed, marketed and turned to account; and the cost of the positive copies and replacements that are neces-

sary for the proper distribution, marketing and turning to account of the picture in that particular country, and the import duties and taxes on the film are to be first deducted from the gross earnings of said picture, and the balance of such earnings are to be divided in the proportion of 70% to the GRIFFITH CORPORATION and 30% to the UNITED ARTISTS and the corporation that has been authorized by the UNITED ARTISTS to distribute, market and turn to account the aforesaid picture in that particular country; statements are to be provided monthly.

FIFTH:

The period of the license heretofore granted relative to each foreign country, is five years from the date of the first release, for exhibition purposes, of each motion picture covered by this agreement in each particular country. The UNITED ARTISTS agree to notify the GRIFFITH CORPORATION of that date.

SIXTH:

All moneys due and to become due to the GRIFFITH CORPORATION, pursuant to this agreement, are to be paid in New York City and in the currency of the United States, unless otherwise directed in writing by the GRIFFITH CORPORATION; the exchange rate to be that of the date that the money is paid to the GRIFFITH CORPORATION.

SEVENTH:

The UNITED ARTISTS agrees to keep duplicate copies of contracts entered into for the exhibition of motion pictures in the aforesaid foreign territories, when such contracts are entered into by either the UNITED ARTISTS or the corporation that it or its stockholders own at least 50% of its stock, and shall provide the GRIFFITH CORPORATION with a certified summary of the same; and the books of the corporation authorized to market pictures in that particular country, and the UNITED ARTISTS' books pertaining to each particular picture covered by this agreement, shall be open to the inspection of the GRIFFITH CORPORATION, or its duly authorized representative at all reasonable times.

EIGHTH:

The GRIFFITH CORPORATION waives the provisions of the aforesaid agreement relative to its approval of press matter, lithographs and advertising material to be used in the marketing of the aforesaid motion pictures in the aforesaid foreign territories, subject, however, to the corporation or corporations authorized to market the aforesaid motion pictures in the foreign countries following as closely as is consistent with good business in those particular countries the press matter, lithographs and advertising material provided by the UNITED ARTISTS in the marketing of the aforesaid motion pictures in the United States of America.

NINTH:

The UNITED ARTISTS and GRIFFITH CORPORATION agree that the aforesaid contract dated the 5th day of February, A.D. 1919, shall remain in full force and effect to the same full extent as if this modification had not been made and entered into, executed and delivered; and that the provisions of the aforesaid agreement, except those that are in conflict or inconsistent with this agreement, shall become part of this agreement, relative to the distributing, marketing and turning to account the aforesaid motion pictures in the aforesaid forsign territories.

TENTH:

The UNITED ARTISTS and GRIFFITH CORPORATION agree that this contract may be amended from time to time by a written memorandum or letter executed by the parties hereto so as to include other pictures that are produced by the GRIFFITH CORPORATION and distributed by the UNITED ARTISTS in the United States of America and the Dominion of Canada.

ELEVENTH:

This contract shall be construed and enforced pursuant to the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seals to be hereunto affixed, the day and year first above written.

D. W. GRIFFITH, INC.
By

_____
President

UNITED ARTISTS CORPORATION
By

_____
President

STATE OF NEW YORK)
:SS:
COUNTY OF NEW YORK)

On this day of December, A.D. 1921, before me personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in the City and State of New York; that he is the President of D. W. GRIFFITH, INC., one of the corporations described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

STATE OF NEW YORK)
:SS:
COUNTY OF NEW YORK)

On this day of December, A.D. 1921, before me personally appeared HIRAM ABRAMS to me known, who being by me duly sworn, did depose and say; that he resides in the City and State of New York; that he is the President of UNITED ARTISTS CORPORATION, one of the corporations described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

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UNITED ARTISTS CORPORATION

and

THE ALLIED ARTISTS CORPORATION, LTD.

AGREEMENT

-- DAVID W. GRIFFITH SERIES OF PHOTOPLAYS --

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

MEMORANDUM OF AGREEMENT, made the day of December, A.D. 1921, by and between UNITED ARTISTS CORPORATION, a corporation organized pursuant to the laws of the State of Delaware, and having its principal place of business at No. 729 Seventh Avenue, City, County and State of New York, hereinafter called the LICENSOR, party of the first part, and THE ALLIED ARTISTS CORPORATION, LTD., a company registered according to the Laws of England, the registered offices of which are situated at 86 Wardour Street, W.1., London, England, hereinafter called the LICENSEE, party of the second part,

W I T N E S S E T H:

WHEREAS, the LICENSOR has acquired, among other licenses for other parts of the world, the sole and exclusive right, license and privilege to exploit, market, distribute and turn to account certain special feature photoplays known as the DAVID W. GRIFFITH SERIES OF PHOTOPLAYS, and set forth in the schedule hereto and the titles relating thereto, in the United Kingdom of Great Britain and Ireland, the Channel Isles and the Isle of Man (hereinafter called "the British Isles"), and is authorized to grant such license to the LICENSEE; and

WHEREAS, pursuant to the contract dated the 5th day of February, 1919, between David W. Griffith and LICENSOR, certain benefits, rights and emoluments shall accrue to the D. W. Griffith, Inc., pursuant to the exploiting, distributing, marketing and turning to account of the aforesaid motion pictures in the United Kingdom of Great Britain; and

WHEREAS, said LICENSEE is engaged in the business of exploiting, marketing, distributing and turning to account

so-termed high class motion pictures in the aforesaid territory, and is desirous of acquiring the sole and exclusive right, license and privilege to exploit, market, distribute and turn to account certain special feature photoplays known as the DAVID W. GRIFFITH SERIES OF PHOTOPLAYS, and set forth in the schedule hereto attached and the titles relating thereto, in the aforesaid territory, pursuant to the terms, conditions and provisions;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, and for the further consideration of the sum of One Dollar, each to the other in hand paid, the receipt whereof is hereby acknowledged, it is mutually agreed between the parties hereto as follows:

FIRST:

The LICENSOR shall and does hereby grant to the LICENSEE, and LICENSEE does hereby purchase and acquire from LICENSOR, the sole and exclusive right to exploit, market, distribute, turn to account, and to lease and rent for exhibition purposes, throughout the aforesaid British Isles, positive prints of the DAVID W. GRIFFITH SERIES OF PHOTOPLAYS, as set forth in Schedule "A" hereto attached and made a part hereof to the same full extent as if recited herein, for the term of six (6) years from the date of delivery of each of the negatives of each of such photoplays to the LICENSEE, and

0.8
5 yrs

upon the terms and subject to the agreements, restrictions and conditions hereinafter contained, PROVIDED ALWAYS, that all negatives and all prints made therefrom of said photoplays, are and shall become the property of LICENSOR, as the LICENSEE hereby acknowledges.

SECOND:

(a) The LICENSOR agrees to provide, at its own expense, (including all taxes imposed upon or affecting the negatives) the LICENSEE with a negative and positive copy, and still plates for advertising purposes, cut and titled in the manner that is to be exhibited in the aforesaid territory, f.o.b. London, within six (6) months after such photoplay has been released for exhibition purposes in the United States of America, and the LICENSEE agrees to release each of said photoplays in the British Isles within six (6) months from the date of the receipt of the foreign negative and the positive copy of said photoplay hereinbefore described.

(b) LICENSEE agrees that the foreign negative of each of said photoplays is delivered to it solely for the purpose of printing positive copies and replacements for use in the British Isles, and is subject at all times to the direction of the LICENSOR, and LICENSEE agrees to deliver said foreign negative to such person, persons or corporation as said LICENSOR may direct, subject, however, that no other positive copies or replacements printed from said negative shall be used for exhibition purposes in the British Isles, except with the written consent of said

LICENSEE first had and obtained.

(c) Said LICENSEE agrees to keep the foreign negative of each photoplay insured at its own expense for the benefit of said LICENSEE and D. W. GRIFFITH, INC/, a corporation organized pursuant to the Laws of the State of Maryland, having its principal office and place of business at 1476 Broadway, City, County and State of New York, which is the owner of such negative.

(d) The title of the negative and positive copies, and still plates or photographs, delivered to or procured by the LICENSEE, pursuant to this contract, for the purposes of this contract, shall remain in the LICENSOR, subject to the rights of the LICENSEE, as set forth in this agreement, and each negative and positive copy of each photoplay and still positives, or so many as are then in existence, shall be returned to the LICENSOR by the LICENSEE five (5) years from the date of release,for exhibition purposes, of the positive copies of each of such photoplays in the British Isles, at the last address provided the LICENSEE by the LICENSOR, or such other place as said LICENSOR may direct in writing said LICENSEE, at least thirty days prior to the expiration of the aforesaid five year period.

(e) All other rights in and to the literary composition of each of said photoplays, and in and to the said photoplays themselves, except such rights as are specifically granted to the LICENSEE by the LICENSOR, pursuant to this contract, are

reserved and withheld by said LICENSOR.

THIRD:

License to make motion picture copies.

(a) Said LICENSOR does hereby grant, and by these presents has granted unto the LICENSEE, the right to make, or cause to be made, such additional positive copies of each of such photoplays as in the judgment of the LICENSEE may be necessary to market and turn to account properly each of the aforesaid photoplays in the British Isles during the said respective six year periods. The DICENSEE shall inform the LICENSOR of the number of such additional positive copies of each photoplay so made and in use and where such copies are located. The cost of all new positive copies and replacements shall be deducted from the first earnings to accrue from the use of said photoplays in the aforesaid territory, and shall be paid from said earnings in the proportions of 30% by the LICENSEE and 70% by the LICENSOR.

FOURTH:

Advertising

(a) The name of DAVID W. GRIFFITH shall receive "chief prominence", (and by "chief prominence" is meant that his name shall be in larger letters than, and at least twice the size of, any other part of the subject matter in which his name appears), in all advertising and literature used in connection with the exploiting of said photoplays by the LICENSEE, and the

name of no other person shall appear in connection with the advertising and exploiting of each of said photoplays, except as directed by the LICENSOR, except the name of the LICENSEE and the name of the theatre in which the photoplays will be exhibited. All such advertising and literature shall be submitted to the LICENSOR, or its duly constituted agent, who shall have a place at or in the City of London, England, for his written approval, such approval not to be unreasonably withheld. In the event of such approval, or refusal to approve, not being given within three days of the date of delivery of such advertising or literature at such office, then the LICENSEE may use the advertising and literary material so submitted or other advertising and literary matter substantially similar.

(b) The LICENSEE shall supply exhibitors with first class lithographs in one,or more colors with each photoplay at a reasonable price, in such quantities as may be required by the exhibitor; the general character of the aforesaid lithographs to be submitted to the LICENSOR, or its duly constituted agent, who shall have a place at or in the City of London, for his written approval, such approval not to be unreasonably withheld. In the event of such approval, or refusal to approve, not being given within three days of the date of delivery at such office, then the LICENSEE may use the lithographs so submitted or others substantially similar. Such lithographs shall be supplied to the exhibitor by the LICENSEE at cost plus a reasonable percentage of profit. The LICENSOR reserves the right to designate the person or corporation who is to manu-

facture such lithographs, subject, however, to its exercising its said right by notifying the LICENSEE at the time of or prior to the delivery of the negative and positive copies of the photoplay for which the lithographs are to be made.

(c) The press matter provided and circulated by the LICENSEE relative to such photoplays shall be submitted to the LICENSOR, or its duly appointed agent, who shall have a place of business in the City of London, England, for his written approval, such approval not to be unreasonably withheld. In the event of such approval, or refusal to approve, not being given within three days from the date of delivery of the same at such office, then the LICENSEE may use the material so submitted or material substantially similar.

(d) It is distinctly understood and agreed that after the photoplay is delivered to the LICENSEE, no changes, interpolations, modifications, additions or eliminations of any kind shall be made in any photoplay, or any part thereof, (this includes title and subtitles) except such changes as the LICENSEE may be forced to make by a duly constituted Board of Censors, and each photoplay shall always be exhibited in the same order, arrangement, sequence and manner as when delivered to the LICENSEE by the LICENSOR. The LICENSEE shall not permit the exhibition of any photoplay delivered hereunder, by any theatre owner or exhibitor, except in the way and manner in this paragraph provided for, and all releasing contracts of the LICENSEE shall be so drawn as to protect the LICENSOR in this particular,

and in such contracts it shall be provided that the photoplay shall only be exhibited in the order, arrangement, sequence and manner as was the negative of such photoplay when it was completed and delivered by the LICENSOR to the LICENSEE. The LICENSEE hereby guarantees that it will, at its own expense, enforce these said provisions of its releasing contracts with the exhibitors.

(e) It is agreed by the parties hereto that the motion pictures and photoplays of the LICENSOR enjoy universal popularity in the so-termed "Motion Picture World", and to maintain the same it is essential that the aforesaid series of photoplays be exhibited in the largest number of motion picture theatres obtainable and to be marketed in a fair manner and free from unfair methods in business; hence, the LICENSEE agrees that all leases or licenses to use positive copies of each of said photoplays shall be made separate and apart from the leases or sales of other motion pictures or photoplays, and used in no way to influence the license, lease or sale of other pictures or photoplays; and the right, license or privilege to exhibit such motion pictures or photoplays shall not be denied any person or persons, firm or corporation exhibiting motion pictures or photoplays who is willing to pay a proper rental consideration for such a license or privilege, except in such theatres which would be in direct competition with the theatres for which contracts have already been made to exhibit such photoplays, or such theatres which do not regularly exhibit

so-termed first class feature photoplays or do not represent first class theatrical entertainment, and subject also to the right of the LICENSEE to grant reasonable territorial and time privileges in connection with the exhibition of the photoplays in question in favor of the theatre or theatres selected by the LICENSEE to exhibit the photoplays in the immediate locality in question, as against any other theatre or theatre in the same locality.

(f) Said LICENSEE agrees to use its best efforts to market the aforesaid photoplays upon a basis of the sharing in the gross receipts derived from the exhibition of each of such photoplays in the particular theatre in question, in cities where the photoplays of said LICENSOR had been heretofore exhibited for periods of a week or more, and for as long a period in such theatres as the patronage of said theatre will reasonably warrant, consistent with the proper financial returns to said LICENSEE and to said distributor.

(g) The LICENSOR reserved the right to designate a representative or representatives, at its own expense, in any or all of the various offices of the LICENSEE for the purpose of approving of the various contracts pertaining to the exhibition of such photoplays; no contract disapproved by such agent shall be made by said LICENSEE unless approved by the LICENSOR.

(h) No agreement of franchise or territorial right for the use of any such photoplay shall be made or entered into by the LICENSEE without the written consent of the LICENSOR, or its agent, first had and obtained.

FIFTH:

(a) All moneys derived from the license to use each of the aforesaid photoplays for exhibition purposes in the aforesaid foreign territory, to wit, the British Isles, shall be divided and belong to the parties hereto as follows: Seventy percent (70%) to D. W. GRIFFITH, INC., five percent (5%) to the LICENSOR and twenty-five percent (25%) to the LICENSEE.

(b) The aforesaid consideration shall include all receipts of every kind and character derived from the use of said photoplays by said LICENSEE or by D. W. GRIFFITH, INC., through said LICENSEE, in the aforesaid territory, the British Isles, except from the sale of lithographs. The aforesaid consideration belonging to the D. W. Griffith, Inc., shall be paid or caused to be paid by the LICENSEE within four (4) weeks from the end of each week for which the consideration has been derived from the use of such photoplays, at the offices of the United Artists Corporation, No. 729 Seventh Avenue, in the City, County and State of New York, or such other place in the City of New York as D. W. Griffith, Inc. and the LICENSOR respectively may request, in writing, said LICENSEE. All payments shall be accompanied by true and accurate statements showing the details of each rental, including the name of the theatre, the dates when exhibited and the rental or consideration paid for the use of the same.

SIXTH:

The LICENSOR agrees that in the event of the LICENSEE violating any of the premises, covenants and obligations of this agreement by the LICENSEE to be kept and performed, that the LICENSEE will have thirty (30) days in which to rectify such violation and comply with this contract after receiving notice to that effect by registered letter sent by the LICENSOR or the D. W. GRIFFITH, INC., or its or their representative, at the principal office of the LICENSEE located in the City of London, and to Charles Chaplin, Douglas Fairbanks and Mary Pickford Fairbanks, or so many of them as are then producing motion pictures which are being distributed by the LICENSEE, addressed to their respective business offices in either the City of New York or the City of Los Angeles, California, United States of America; and until after the expiration of said thirty (30) days, the LICENSEE shall not be in complete default.

SEVENTH:

(a) The LICENSEE agrees, with reasonable dispatch, to establish, maintain and operate first-class exchanges in all portions of the British Isles, for the sole and exclusive purpose of marketing, distributing and releasing photoplays of the standard marketed, distributed and turned to account by the LICENSOR in the United States of America.

(b) The LICENSEE agrees that the release date for exhibition purposes in the aforesaid territory, covered by this agreement, shall be within six (6) months of the delivery

of each negative of each such photoplay.

(c) The parties hereto agree that any waiver by said LICENSOR or the LICENSEE of any breach of any kind or character whatsoever by the other, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this contract on the part of the other, and particularly as regards the making and delivery of the statements and of the keeping of the accounts, and of the delivery of the photoplays herein provided.

(d) The LICENSEE agrees to keep true and accurate books of account of the items of all business transactions regarding the marketing, distributing, exhibiting and releasing for exhibition purposes of each of the aforesaid motion pictures or photoplays covered by this agreement, in the office of the LICENSEE in the City of London, and in the office of the LICENSOR in the City of New York, which shall be open for inspection at all times by the LICENSOR or its duly authorized and accredited representative, and by D. W. Griffith, Inc., or its duly authorized and accredited representative, and shall provide quarterly statements audited by certified public accountants reasonably satisfactory to the LICENSOR, showing the receipts of each and every picture covered by this agreement, and shall forward same to the LICENSOR at its New York office for its benefit and the benefit of D. W. Griffith, Inc., promptly after the receipt of said statements from such accountants.

EIGHTH:

(a) Said LICENSOR and LICENSEE agree that this contract is personal in respect to each of the parties hereto, and that neither can assign the same nor permit the same to be transferred by involuntary act, by operation of law or otherwise, without the written consent of the other first had and obtained; nothing herein contained, however, shall prevent the D. W. Griffith, Inc. from assigning its share of the moneys to be derived from the marketing, distributing and turning to account of the aforesaid photoplays in the aforesaid territory, subject, however, to the conditions and provisions of this agreement and the agreements upon which this agreement is based.

NINTH:

The LICENSEE agrees properly to care for the negatives, in fire-proof vaults, of the aforesaid series of photoplays, except at such times as it is necessary to have this removed for the purpose of making prints of the same, and to return such negatives and all positive copies and still copies then in existence upon the expiration of the respective period of the license of each of such photoplays or the sooner termination of this contract, to said LICENSOR; the negatives to be in the same condition as when delivered, subject to reasonable wear and tear occasioned by usage. Should the LICENSEE be unable to return any of the negative or positive copies, or still plates, because of loss through their own destruction or be-

cause of any act beyond the control of the LICENSEE, or its employees, it shall provide in lieu thereof, reasonably satisfactory proof of such loss or destruction, to the LICENSOR.

TENTH:

Infringements.

LICENSOR, on behalf of D. W. GRIFFITH, INC., and pursuant to its warranty to the LICENSOR in the agreement between the LICENSOR and David W. Griffith, dated the 5th day of February, 1919, and duly assigned to D. W. GRIFFITH, INC., a corporation, agrees to indemnify and hold harmless the LICENSEE on account of and against any claims, demands or suits which may be made or brought by third parties questioning the rightm license and privilege of the LICENSEE, its exchanges, members and licensees to use such photoplays in the full exercise of the rights hereto granted or purported to be granted to the LICENSEE by the LICENSOR, and said LICENSOR agrees to join in and conduct the defense of any such claim or litigation.

(b) The LICENSEE agrees promptly to begin and prosecute all actions necessary to enjoin and restrain any unlawful use of said photoplays or the infringement of the copyright thereof within the territory covered by this agreement.

ELEVENTH:

Said LICENSOR does hereby constitute and empower the LICENSEE as attorney-in-fact to procure, and said LICENSEE does agree to procure, copyrights for the aforesaid photoplays,

if same be procurable, in the name of the LICENSOR and at the expense of the LICENSEE, subject to the rights of the LICENSEE in and to said photoplays as set forth in this agreement.

TWELFTH:

Should any legally constituted Board of Censors in the aforesaid foreign territory having power and authority to prevent the circulation or distribution of photoplays, condemn or prohibit the exhibition of any such photoplay, or require the excision of any substantial portion of such photoplay, D. W. GRIFFITH, INC. agrees to replace or rearrange such portion of any such photoplay~~s~~ so condemned with reasonable promptness, if same be practical and desirable, the opinion of the LICENSOR to be final in said matter.

THIRTEENTH:

LICENSOR, on behalf of D. W. GRIFFITH, INC., and pursuant to the authority granted to it by virtue of the contract dated the day of December, 1921, between the D. W. GRIFFITH, INC. and UNITED ARTISTS CORPORATION, agrees to pay any and all taxes that are properly chargeable, directly or indirectly, because of its share of the earnings or moneys derived from the marketing and turning to account, or sale of the aforesaid motion pictures in the British Isles; and to indemnify and hold harmless said LICENSEE because of any claim or claims of said foreign territory against the LICENSEE, because of the failure of payment or nonpayment of said taxes by the LICENSOR.

FOURTEENTH:

The LICENSEE agrees to keep the negative of each photoplay insured for the benefit of said LICENSOR and for the benefit of D. W. GRIFFITH, INC., for and during the period of this agreement, and will pay the cost of such insurance.

FIFTEENTH:

The parties hereto agree that this agreement shall be construed as in no sense a copartnership between the parties hereto, and that either shall have no authority to bind the other as its representative in any way, shape or form, except as specifically provided in this agreement, for the purpose of marketing, exploiting, and turning to account the aforesaid photoplays in the British Isles, covered by this agreement.

SIXTEENTH:

The parties hereto agree that should there be any conflict between the provisions of this agreement and the provisions of the aforesaid agreement between David W. Griffith and the LICENSOR, the provisions of this agreement regarding such conflict shall prevail.

SEVENTEENTH:

The LICENSOR represents that D. W. GRIFFITH, INC. reserves to itself the right to exhibit or cause to be exhibited motion pictures produced by it of more than ten thousand feet in length in the so-termed legitimate theatres where the price of admission for the orchestra chairs is at least twice as

much as it is in the so-termed motion picture theatre for the purposes of a preliminary exhibition of said picture prior to its being released for exhibition purposes by the LICENSEE, and this contract and all rights granted pursuant thereto by the LICENSOR to the LICENSEE are subject to such reservation on the part of said D. W. GRIFFITH, INC.

EIGHTEENEHT:

The LICENSOR and LICENSEE agree that this contract may be amended from time to time by a written memorandum or letter executed by the parties hereto so as to include other pictures that are produced by David W. Griffith or D.W. Griffith, Inc., pursuant to its contract with LICENSOR dated the 5th day of February, 1919, and are distributed by the LICENSOR in the United States of America and the Dominion of Canada.

NINETEENTH:

LICENSOR and LICENSEE agree that the following motion pictures are included in this agreement:

"DREAM STREET"
and
"WAY DOWN EAST".

TWENTIETH:

This contract is binding upon the parties hereto, their respective successors and assigns, except as otherwise herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their authorised officers and their corporate seals to be hereunto affixed the day and year first above written.

UNITED ARTISTS CORPORATION

By

_____

President

THE ALLIED ARTISTS CORPORATION, LTD.

By

_____

file 121 /21 md.

Personal

THE POSTMASTER GENERAL
WASHINGTON

Wednesday -

My dear Mr. Griffith:

My brother Hinsdale has told me fully of his visit with you and I appreciate it. He is also writing me at length. In the meantime the entire matter is having my very earnest consideration and I will see you very soon.

With my kindest personal regards and best wishes for a Happy Holiday Season, I am

Sincerely Yours,

Hilles H. Hays

Mr. D. W. Griffith
Mamaroneck,
N.Y.

"All the world's a stage"

The Miracle Man of the Movies

Little known personally, yet known by name to millions of lovers of the silent drama as the producer of mammoth and inspiring productions on the screen

THE Birth of a Nation!"

Who has seen this tremendous spectacle and not said unto himself, "This is the birth of a new art!" Who has seen it, with its announcement in huge electric lights, a midnight sky throwing its sign-board into bold relief, and not experienced a thrill because of what it imparted to its audience inside the theatre? Who that has seen it will ever forget it? Few indeed!

Back of those flaming headlines, back of the eager-eyed, jostling throng that pours through the open doorway to pack the auditorium to the very last seat; back of the smashing spectacle that unrolls with all the heart-gripping, pulse-quickening similitude of life and light and action on the silver screen, bringing tears or laughter or tense breath—holding suspense to the beholders; back of all this dreams and works a slight, quiet marvel of human efficiency and divination—David Wark Griffith.

Of none and about none have so many pages of description been written, and about none there remains so much unsaid, for who with mere words can paint the picture of a human soul? As well attempt a description of the iridescent sheen on a pheasant's neck, or the song of the lark at sunrise!

When I think of David Wark Griffith as an artisan, I find myself thinking of William of Avon's "Singing masons . . . building castles of gold with roofs of gold and floors of gold," so minutely and patiently attentive is he to each ultimate detail of production. If "genius is a capacity for taking pains," then truly is Griffith a genius incarnate.

When I think of him as an artist, I can compare him only with Leonardi Di Vinci, so faithfully does he reproduce each last fold and button in the costumes of his historic characters—and yet how tremendous is the canvas upon which he limns the creations of his brain!

When I think of him as a poet, I think of the songs of David, for only a man with the soul of an epic poet could encompass such perfect rhythm of arrangement, such symmetry of movement as he attains in the vast spectacles that flow as smoothly as measured verse over the surface of the screen. And what spectacles he has produced!

"The Birth of a Nation," "Intolerance," "Hearts of the World," "Broken Blossoms," "Way Down East," "Dream Street," and now the latest creation of his genius, "The Orphans of the Storm." Do they not speak for themselves?

* * *

I was fortunate in having secured a little of this wizard's time one morning at three o'clock, when he was taking his soup at the hotel—after a day's work extending from 9 a. m. The hour was unusual. Usually he lunched at four. This morning, however, he had finished sooner than expected, and he confessed himself feeling philosophical.

He said he wondered what he would do if he were restricted to union hours, then grudgingly and unwittingly told me a little of his private life.

"My father was known as 'Thunder Jake,' a General in the Confederate Army. He was with General Forrest, and later on the staff of General Robert E. Lee. After the war he traveled westward, was in charge of one hundred and twenty-five wagon-trains bound over the plains of the West for golden California—the longest wagon train that ever crossed the continent. He did big things!"

"His father's son was, then, a chip of the old block," I remarked. "He thunders with his great ideas and dreams. His father's voice was heard for a mile and, though wounded, led a cavalry charge in a horse and buggy."

He laughed off this declaration disparagingly and quickly changed the subject.

"These observations from life I attempt to depict on the screen are but a result of impressions gained when, as a newspaper reporter in Louisville I was assigned to the slums and mansions of the city," he said. "That experience as a cub was invaluable to me!"

DAVID WARK GRIFFITH

One of the world's foremost directors and producers of motion pictures, whose stupendous filmed spectacles move vast audiences to awe and wonder

To the public, Griffith is an "impersonal." If you saw him on the street, you would see a man whose velour hat and yellow overcoat fitted him just as well as other people's hats fit other people. You would see an overcoat collar pulled up one side just as rakishly as that of yours. You would be forced to make only a hit-or-miss opinion as to his features . . . they would tell you little, even after a third scanning.

If you were privileged to hear him talk you would hear a manner of speech at times very much like that of a Shakespearean tragedian. To me he guaranteed his American birth, however, for his "damn" when "damn" had to be said, lacked none of its native enthusiasm. I was convinced he was one of our American brothers. He speaks either very soft or very loud. Totally absent from any suggestion of self-consciousness, his mien, nevertheless, bespeaks that consciousness of possessing power that is never an affectation in such a man. In his tone is a quality of humility rarely heard, for only much coercion will persuade him to talk of his work.

There is nothing in his philosophy, as much as was revealed to me, to indicate anything startling.

"Man's life," he says, "is long-lived or ephemeral according to his capacity for recognizing true spiritual beauty. Too many men today are indexed by their conversation, by their clubs, their clothes, and their make of car. If their slate is clean at Dunn and Bradstreet's, they are accepted into the circle of friendship. . . . It is a pity."

Asked what difference he creates in disassociating life from melodrama, Griffith said:

"There is that which is sincerely human and that which is falsely so; a great deal of life is melodrama, but much less melodrama goes to make up life. In visualizing my picture, its effect upon the people, I try and put it through a sort of third degree. I ask myself, 'Will it appeal to all of the five senses?' 'Will it make them feel as though they were partners to my contributions instead of just witnesses?'"

Very unwilling to assume any credit for having "trained" those motion-picture stars who are now resting on their own laurels, Griffith insisted that "their success lay in their own hands." I doubt not, however, but that such as Mary Pickford, Douglas Fairbanks, Charlie Chaplin, the Talmadges, Wallace Reid, Richard Barthelmess, the Gish sisters—all owe him the greater part of their present fame.

Not many have been privileged to see this "Belasco of the Photoplay" at work in his studio, when the artist in the man asserts itself so that

he is no longer merely "a man in a hurry, with his overcoat pulled up to his ears."

In his studio he digs into histories and sciences and written works on art effects . . . he toils. He is probably not as neat as you and I see him, but his tall frame, his expressive blue eyes, his high and well-shaped forehead and his long, tapering, sensitive fingers, all proclaim him the genius he is. Here he is at his best. A dreamer, a practicalist, a cynic, a worker and a philosopher—the philologist would find in him a rare specimen.

* * *

He dreams big things, and when he is thoroughly satisfied with an idea he nurses it with care, dispersing all froth, and laboring with all his heart and soul on those essential things that are so lifelike when they creep out at you in the picture. He uses his cynicism as an armor when he deals with those people who have nothing more to offer him professionally than disillusion. Yes, he has his quiet little laugh at the world now and then.

Characteristic of this trait was his retort to a fellow pictureman who rebuked him at one time for going into such huge expense in providing a thousand people with costumes for the setting of a thirty-second-scene.

"What's the good of so many people? Give the audience a picture of a horse eating hay—it will interest them just as much."

"I am playing to people, not horses!" he flashed back.

What criticism has come to Griffith's ears has been utilized to good advantage. With all the courage of his convictions, he is always receptive of mind. He has improved on the most radical criticisms and reviews, at the same time remaining sane enough to know that to gain the universal approval of the people is the work of only gods. Mere man can do no more than find a common level with the greater percentage of them. And surely he has done this.

Contained in these many pages of description about the work of the man was rarely anything said about the way he did it. David Wark Griffith the Man has been overlooked because his pictures contained such volume of absorbing interest and such colossal photoplay mechanism. The people were swept off their feet as it were, and found themselves unable to talk of aught else.

* * *

There are those of his staff, however, who have been allowed to catch intimate glimpses of their chief at work, and one of these relates this fresh viewpoint:

"So many fables are told of the great, that it is often difficult to separate real from fictive personality. Particularly is this true of David Wark Griffith. We who work with him know him as a human being endowed with almost supernatural powers. Imagination, craftsmanship, and work are the x, y and z of the Griffith equation. His imagination first found itself in the old Biograph studio in downtown New York a decade and a half ago. Its master had earned his bread as salesman, reporter, book agent, actor, story scribbler and quasi-dramatist. He was an ore shoveler on the lakes docks at Tonawanda. He has worked with and understands the man in overalls as well as the dress-suit model.

"Not, however, until the opportunity came to envision and recreate stories as pictures did our chief's special gift reveal itself. His ingenuity of resource corresponded only to that of an inventor. Experience under which can be outlined triple discouragements to every single encouragement quickly builded craft into craftsmanship. The indefatigable labors of this daring pioneer achieved the rest.

"Griffith mastered the arts of photoplay in the five years' apprenticeship served at the Biograph. Then he stepped into a directorship-in-chief at the Mutual, that large and new combine that helped to sound the knell of departing days for the old picture (*Continued on page 425*)

The Feast of Reason—one of the striking scenes from D. W. Griffith's monumental and spectacular production, "Orphans of the Storm," in which the tempestuous scenes of the French Revolution and the Reign of Terror are reproduced with painstaking effort toward historical accuracy of costume and detail of action

Uncle Sam's Law Office

Continued from page 419

Colonel Guy D. Goff, assistant to the Attorney General, might be called the "general manager" of the department. He is in close touch with the various stages of the general work, and knows the qualifications of the men in the department and in the field. He keeps busy, putting in long hours in checking up the avalanches of cases as they pour in upon the department, and going out in the field to try important cases, as the occasion may require. The experiences of Colonel Goff as Judge Advocate overseas, as United States District Attorney for Wisconsin for many years, and as general counsel for and member of the United States Shipping Board, has given him an intimate knowledge of the limitations, as well as the requirements, of the Department of Justice.

The Attorney General has organized his department to give service, first of all, and he has insisted that the first thing to do is to know your fellowmen, ever looking for the better qualities in humankind to encourage and respect obedience to law and maintain an ever-abiding faith in the justice of the judgments of fellowman.

It was proper that Warren G. Harding should have selected his closest personal and political friend and adviser to act as Attorney General, for the one great passion of Warren G. Harding is "justice." Harry Daugherty had been tried and tested in the heat and fire of many a hard-fought political campaign. The President firmly believed in him, as Daugherty believed in the President. The policy of the President to gather around him the strongest and best men possible for an efficient administration is revealed in the Department of Justice. The administration will inspire the confidence of the people of this country and all lands where the sun of justice may shine to make brighter the dark places of earth.

The Miracle Man of the Movies

Continued from page 422

trust. He ceased now making the shorter lengths of films. Instead, he set to work on the task of surpassing stage productions by making great epical and historical films.

"A genius because of his capacity for work and for taking pains.

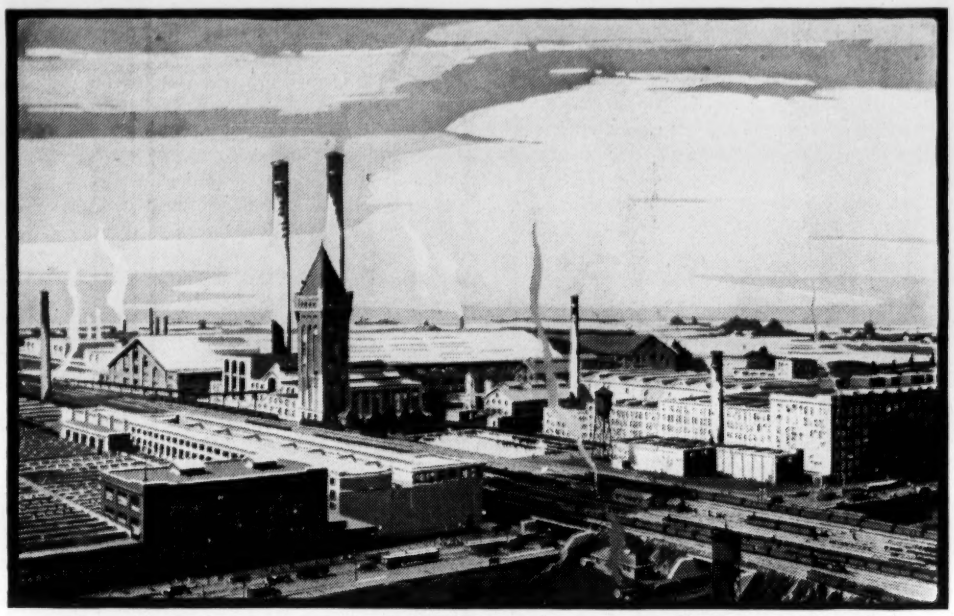
"Griffith worked ten months on his last picture. He missed not a day of personal direction. Whether the scene happened to be a splendid French Revolution climax or just a paltry close-up of a minor actor, no matter, he was never far away.

"The preparation for a Griffith picture entails enormous research work. Not only does the chief employ workers to delve into the arts, architecture, furniture, properties, costumes, etc., but he obtains a staff of readers to assist him in laying his foundation. These students record their assimilated ideas to use them as a check against those of their chief. Griffith is himself an omnivorous reader. In this way results obtained are synopsized or tabulated, and the guide serves as the historical frame work for the picture."

Mr. Griffith considers editing his scenarios as much drudgery as does the newspaper or magazine editor. For all of that, however, he never shirks it. He is constantly revising, cutting and rearranging films, not only in the cutting-room, but en tour as well. Thus he pursued this last picture of his from his studio to Norwalk, to Bridgeport, to Hartford, to the Boston world premiere, back to New York again, and thence to Chicago. In each place he studied audience-reactions, attuning his work to the pulse of the people. It is this method of elimination by trial that reduces the picture, "Orphans of the Storm," from an unwieldy length to an all-absorbing, two-hour-and-a-half entertainment qualified to hold the two-dollar public.

More perhaps than any other director has David Wark Griffith striven to lift the motion picture out of the murk and mire that obscured its early beginnings, and to make of it what it is capable of becoming under the direction of such far-seeing men as himself—the greatest vehicle for education and enlightenment that the world has known. The motion picture speaks a universal language. It has likewise the unrivalled prestige of a universal appeal to every class, to every age, and to both sexes. No other medium for the dissemination of the lessons that History and Nature, the two great teachers of humankind, strive to teach, can ever hope to rival it. All the instructors of all the academies of all the nations on God's footstool can by their combined efforts scratch only the surface of the shell of ignorance that encrusts the world, but the motion-picture can convey to the most elemental intelligence the fundamentals of education upon which are builded all of the laws and all of the gospels.

A great responsibility, in consequence, rests upon the shoulders of a director of such mammoth productions as David Wark Griffith conceives. A great opportunity is likewise his. That he has always been conscious of his responsibility and appreciative of his opportunity has been clearly evident in his entire career. He has striven always toward the realization of a high idealism in his art. His the hand that has held aloft the torch that has lighted the way of moving picture development out of the morass of sensualism and sensationalism into which it once seemed fated to flounder. No man can point at a reel produced by David Wark Griffith and fail to see the glow of his genius supreme.



Works of the Western Electric Company; the manufacturing department of the Bell System

Economical Equipment

Forty years ago the management of the Bell Telephone System organized for a supply of the apparatus which it foresaw would be required in the development of its new industry—telephone service.

The telephone in some countries is the luxury of the rich, but in America it is used by practically all the people. This universal service is due in large measure to foresight in engineering and manufacture.

Switchboards with millions of parts, other apparatus of highest efficiency, and all necessarily of complex and intricate design, cables and wires and a multitude of technical devices enable our country to lead the world in telephone service.

All this telephone equipment is made in a factory which is recognized throughout the world as having the largest production and the highest standards of workmanship and efficiency.

This factory, controlled through stock ownership by the American Telephone and Telegraph Company, has been for forty years the manufacturing department of the Bell System; with the result that the associated companies secure equipment of the highest development, made of the best materials, produced in accordance with the requirements of the public, and with the certainty of moderate costs.

Economy in the Bell System begins with the manufacture of equipment.

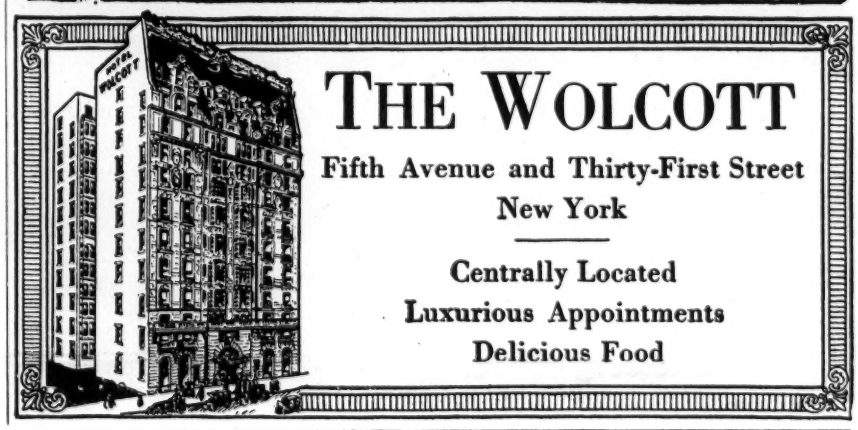
"BELL SYSTEM"

AMERICAN TELEPHONE AND TELEGRAPH COMPANY

AND ASSOCIATED COMPANIES

One Policy, One System, Universal Service, and all directed toward Better Service

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY



CREATIVE CHEMISTRY

CHEMISTRY is at the bottom of so much in the life of the country and the lives of the people that every child should be taught something of and about it. It is one of the things of which even a little knowledge is better than none. There is danger in the science only when it is applied in ignorance or malice—in ignorance when substances are badly mixed in food or medicine, before or when taken; in malice, when enemies of law and order use it for evil ends.

It bears on the welfare of the country in many ways. Chemists tell the farmer what his soil lacks to make it fertile, and what to feed his hens to make them lay good eggs. There is no art or handicraft that can do without chemistry, either as to materials or methods. Many lines of manufacture require the constant services of an expert chemist, or even a chemical staff, and the chemical laboratory is one of the most important and interesting parts of an industrial plant. They have weighing instruments of marvelous delicacy, kept in air-tight cases to prevent a grain of dust from vitiating the balance. These scales are so finely adjusted that they show the added weight of a pencil stroke on a sheet of paper.

Mr. Slosson is a professor in Columbia School of Journalism and literary editor of the New York *Independent*. His "Creative Chemistry"* is entertaining as well as timely. It forms a basis of intelligent understanding of the vital need of America's chemical independence. The book is endorsed by The Chemical Foundation, Inc., of New York, whose president is Mr. Francis P. Garvan, an eminent lawyer who, as alien property custodian, became more than ever impressed with the lessons to the United States the World War imparted.

"Creative Chemistry" combines an irresistible argument for cherishing the science in the United States with information in simple language regarding the uses of chemistry in American industry. The work bubbles with humor on every page, like the talks of a born teacher to his pupils. It makes the science fascinating. There are many pictures in the book showing the application of chemistry to industry.

To fulfill its function of aiding in the advancement and development of chemistry and allied sciences in the United States, The Chemical Foundation is seeking to inform the people of the dependence of all of them upon the preservation of their chemical freedom, wrested from Germany in the war, and to interest them in wider educational efforts that alone can furnish America with trained chemists to hold and push forward this indispensable science. It is realized by the conductors of the institution that chemical research aims constantly to improve and cheapen every process in every business. Just now it is striving to solve the problems of paper and ink. To these gentlemen, as it should to all intelligent people, chemistry seems too essential to our prosperity to allow it again to be grasped by a foreign monopoly.

The same science that forever combats the high cost of things in factory and farm also guards the sanitation of our homes, as well as affects everything we eat and wear. One of the facts learned from the late world struggle was that chemistry is among the most vital factors in preparedness for trouble. Every laboratory and dyeworks can be turned, overnight, into a plant for producing war gases and explosives. These points are graphically presented in Professor Slosson's book. Mr. Garvan, in a letter to the editor of the NATIONAL MAGAZINE, uses the following earnest words:

"By far the most inspiring object that American chemists can attain, to my mind, is the actual saving, prolonging and strengthening of human life, which has just been opened as a possibility through the lending of the chemist's art to the joint research of biologists, pharmacologists, and bacteriologists. If America would maintain her chemical independence for no other result than aiding to stamp out disease and deadly epidemics in this field, I believe that our most determined efforts to this end would be well worth while."

* "Creative Chemistry." By Edwin E. Slosson. The Century Company, New York.

ROBINSON EN ROUTE FOR PIPPAPASS

Eliot Harlow Robinson, poet, composer, motion picture scenarist, writer of popular books, but best known to fame as the creator of "Smiles: A Rose of the Cumberlands," will leave the Hub of the Universe shortly for a sojourn in Kentucky. His address, please, will be Pippapass, a mountain settlement located in the very heart of the Cumberlands, and after absorbing a sufficient amount of invigorating mountain atmosphere, Mr. Robinson will settle down to completing the writing of the new "Smiles" story, which he promises to deliver to his publishers, The Page Company, in time for midsummer publication. If setting counts for anything—and who will say it does not—the new "Smiles" story should be a humdinger.

Please copy on Mr.Griffith's letter head and mail tonight if possible.

The Honorable Peter Smith,
Treasurer of Ontario,
Government Bldg.,
Toronto, Ont.

Dear Mr.Treasurer:-

Our Mr.Mitchell has just reported your kindness and consideration in the matter of "Way Down East" and realizing that it was more than generous of you to take so much of your valuable time to look into this matter personally will you permit me to extend my appreciation and to say that I shall always be grateful.

May I also express through you further appreciation of the reports of Mr.Powers and Mr.Mitchell for the courtesy and liberal treatment they received from Major Hamilton, chairman of your Board of Censors.

Again thanking you I have the honor to remain,

Sincerely yours,

Don't Worry About the "Production Stuff"—It's There!

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Filmed on a Scale Worthy of its Great Reputation

The story of "The Two Orphans" runs the entire scale of human fortunes and misfortunes—there are scenes in homes of unprecedented magnificence — there are scenes among the poor and lowly.

Magnificent settings — locations that combine architectural beauty with the luxuries of wealth—both exteriors and interiors—combine to give "The Two Orphans" the highest production value.

Unique, novel and spectacular is the accident scene which is the first of many disasters suffered by the youthful heroines—true production stuff. There are no ordinary screen pictures in "The Two Orphans" — like the story — the cast and the dramatic situations—they are extraordinary—and the photography is superb.

Atmosphere—Action—Surprise—Suspense—Tugs at the Heart Strings—Tears and Smiles

Pictures with a special appeal attract special patronage—yes—but pictures with the old-time, time-tried, sure-fire heart-interest attract every lover of pictures—high and low, rich and poor, young and old.

That's the brand of the "The Two Orphans," the kind of picture that keeps the theatres open and makes them profitable when hifalutin features at a hifalutin rental fliv unmistakably.

Every chord of the human heartstrings is played upon with masterly skill in this, the famous dramatic

Filmed on a Scale Worthy of its Great Reputation

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Every chord of the human heartstrings is played upon with masterly skill in this—the most famous dramatic story in the world.

For Love is as old as the human heart—Love is as young as today's-born babe—Love is all-embracing—paternal Love—maternal Love—fraternal Love—the Love of sweethearts and the compassionate, sympathetic Love of the strong for the weak.

Plot and Counterplot—Strangely Woven Threads of Fate That Link Two Homeless Orphans

With the Palaces of the Great and the Haunts of the Poor!

Read the Story and—UNDERSTAND

BECAUSE he refuses to give up Luciana, a beautiful girl of humble birth, George, son of the wealthy and powerful Count of Turin, is disinherited and driven from the castle in disgrace. His splendid education enables him to secure a position as a mining engineer, and his marriage with Luciana and the coming of their two beautiful children, Lucia and Emmy, makes him so happy that he has no regrets over the loss of his father's fortune. George is killed in an accident at the mine, and through grief his wife's health breaks down and she does not long survive him. Majo, an itinerant street musician, a great favorite with the children and to whom the parents have been more than kind, takes care of them after the death of Luciana, but his earnings are slender and Lucia at length writes to her grandfather, the Count, imploring his aid. Tolio, the unscrupulous secretary-valet of the Count, guards the interests of Armand, a graceless nephew of the old nobleman, who has succeeded to George's place as the heir to the title and estates. Lucia's letter is intercepted by Tolio, and Peter, a rascally money-lender to whom Armand owes great sums of money, poses as the grandfather while the latter is sent to the mountains "for his health." He gruffly orders the children away and they go to the city, where Lucia makes a pitiful living by the hardest sort of drudgery. Majo follows them, and the three meet accidentally. Armand learns that they are together, and fearing Majo's cleverness, plots to get the children to his city home and to keep them imprisoned there until the Count dies, when he will be secure in the possession of the estate. Upon receipt of the invitation to call, Majo's suspicions are aroused and he accompanies the children, though remaining in the background out of sight. The children are shown to a room and there Lucia discovers a portrait with her grandfather's name on it, and realizes that the man who ordered her from the castle was an impostor. Left outside, and fearing for their safety, Majo and his little dog enter the house by way of the chimney, and making his way to the Count's room, he discloses the villainy of the nephew, and the children are welcomed by the lonely old man. Following this climax are stirring dramatic scenes in keeping with what has gone before, and the action is sustained to the end. After seeing it there is no doubt in the spectator's mind as to why it is the most famous and popular play in the world.

Program Synopsis

George, son of the Count of Turin, is disinherited for marrying a peasant girl. When he is killed his wife soon dies of grief, leaving two girls, Lucia and Emmy. Majo, a street musician, looks after the children, until Lucia sets out to claim the protection of her grandfather. Armand, an unworthy nephew, has duped the old man into making him his heir, and learning of the orphans' position, fears the old man may favor them instead. He plots with the Count's valet and one of his henchmen to thwart the children through a ruse, and they leave the castle believing that their grandfather has refused to help them. Majo, however, is suspicious, and through his cleverness not only foils the villains, but restores the children to the lonely old man, and provides a sweetheart for Lucia. Following the climax comes an ending of the heart-filling, throat-choking kind.

No Other Drama—Stage or Screen has the Heart Appeal of—"The Two Orphans"

"The Two Orphans" is the Kind of Picture That Gives You No Excuse for Not Booking

Turned away from their grandfather's door by an impostor

Since the whole world acknowledges the greatness of the story of "The Two Orphans" there must be something about it that is unusual—something that is different from and superior to the average stage or screen story.

One eminent student of the drama has said that about the varying fortunes of the two homeless children there has been centered an epitome of human life—all that can be suffered—all that can be enjoyed—from the depths of dark despair to the height of human happiness.

The two orphans are the central figures, but all the people in the story are interested in them, and from every sort of motive—from pity, from self-interest, from loving sympathy, from jealousy, hate and greed and from loneliness.

The False Grandfather

Advertising Catch Lines That Mean Something!

"The Two Orphans" has

Something for sweethearts of all ages and both sexes—

Something for fathers and mothers—

Something for big and little sisters and brothers—

Something for everyone who loves children—

Something for the lovers of justice and the triumph of right over wrong—

Something for every member of the family—movie fans in particular—

Something for the old folks who will see unfolded on the screen the beautiful story of "The Two Orphans"—as new and appealing as ever.

Pictures That Tell the Story of This Wonder Drama of Tears and Smiles!

And Two Handsome 22 x 28 Posters—they say—are getting bet-

Turned away from their grandfather's door by an impostor

and superior to the average stage or screen story.

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Pictures That Tell the Story of This Wonder Drama of Tears and Smiles!

Don't Forget There's Been a Million Dollars Worth of Publicity Spilled on *"The Two Orphans"*

That means EVERYBODY wants to see it on the screen

And Two Handsome 22 x 28 Lobby Photos Shown Here

Posters—they say—are getting better. They can't help but be better than the average when the subjects have the heart-throbbing, human interest grip of the strong dramatic scenes and emotional touches shown here.

Don't forget the knockout SIX SHEET on the cover of this Press Book.

Such Striking PAPER is the Showman's BEST FRIEND

Order Early

A Million Dollars' Worth of Publicity is back of this most famous stage play in the world. Order early and get your paper up early to get your share of the benefit.

EIGHT big 11x14 Gelatone Process Lobby Display Cards shown here and two 22x28 Shown on next page. Order early

Book "The TWO ORPHANS" *and you will want ANOTHER—But there is only ONE—Don't Miss YOUR BIG CHANCE!*

CUT LOOSE WITH THIS MATERIAL

You are frequently advised to be a showman—to go the limit—boost—and so on—but stop to think for a minute and decide for yourself what showmanship is. Get down to brass tacks and showmanship is salesmanship—different from merchandising only because you, a showman, have greater opportunities than the average merchant. You can pull stunts. He can't. But don't forget that stunts reach only a few where advertising and publicity—and billboards, lobby display and your screen reach everyone you need to reach. Cut loose.

A Premier Screen Production of
"The
TWO ORPHANS"

The most famous stage play in the world

Happy home—loving parents—joyous, beautiful children—
Fate strikes a cruel blow—homeless the two orphans wander—
Spurned where they sought protection—friendless but for one jolly chap.
Suddenly they become important—a rousing climax—and you are
Wiping the tears away—while a glad smile reflects your heart's glow.
Don't miss this—one of the world's greatest dramas.

Adv. cut No. 1

A Premier Screen Production of
"The
TWO ORPHANS"

The most famous Stage Play in the World

When a story is printed in a book
And made into a play—
And put on the screen—and
Millions and millions and
Millions and millions of people
Laugh and cry and feel so good.
They re-read it and re-hear it
And re-see it—is it any
Wonder it is called one of
The greatest stories in the world?
Don't miss it.

Adv. cut No. 4

STAGE DRAMA NOW ON SCREEN

"The Two Orphans"—Great Emotional Stage Play—Has Entertained Millions

FAMOUS FOR 40 YEARS

Premier Screen Production of World Favorite Soon to Be Shown at ..... Theatre

When a play has proven its popularity for forty odd years and still retains its hold on the public, it may be seen that modern playwrights in their efforts to produce dramas that live, may still have something to learn from their predecessors of a generation ago. "The Two Orphans," which is booked for the ------ Theatre beginning ------ has a record which, it is said, is rivalled only by that of "Uncle Tom's Cabin" in the matter of long life, and that for general interest and in number of times presented to the public on the speaking stage it is far in advance of even that hardy perennial. The story centers about the two children Lucia and Emmy, left orphans by the accidental death of their father, George, disinherited son of the wealthy and powerful Count of Turin,

Scene from the screen production of "The Two Orphans"

Pub. Cut No. 1

and the loss of their mother who did not long withstand the shock of her bereavement. In their homeless helplessness they turn to their natural protector, their grandfather the Count, whom they have never seen, the estrangement taking place through the old man's refusing consent to the marriage of their parents.

Armand, a nephew, has succeeded the son in the old nobleman's affections, and hopes the Count to the mountains "for his health." Peter takes his place in the castle and when the children call to see him, he gruffly orders them off the place. In the meantime the lonely old grandfather is in ignorance of the children's call and of Armand's duplicity. Thus the plot is launched—two helpless orphaned girls alone in the world, with powerful, shrewd and unscrupulous men plotting against them and their rights, dealing blows that plunge them into the depths of despair. Their ray of sunshine is an itinerant street musician, Majo, a beloved vagabond, who remembering many kindnesses bestowed upon him by the children's parents and loving them for themselves, cheerfully starves that they may be fed, and aiding them in their battles so successfully that he becomes one of the most important of the many characters in the play.

A great dramatic critic, writing of "The Two Orphans," the premier screen production of which is to be shown at the ------ Theatre ------, has said that this famous old stage play which has held the boards for forty years is an epitome of all human emotions. Centered about the fortunes of the

Scene from the screen production of "The Two Orphans"

Pub. Cut No. 2

orphaned children, Lucia and Emmy, are the interests of all the other characters—each of whom for one reason or another is tried to aid or injure these two helpless unfortunates. And from these interests which arise from every sort of motive—pity, self-interest, love and sympathy, jealousy, hate, greed, friendliness, revenge and loneliness—the action of the plot—said to be the greatest smiles and tears drama ever written—presents the sunshine and shadow of life—all that can be enjoyed, all that can be suffered, from the height of happiness to the depths of dark despair. It is for this reason, according to the critic, that "The Two Orphans" has the universal appeal, to young and old alike.

The excellent cast of "The Two Orphans," soon to be shown at the ------ Theatre, beginning ------, includes an Italian actor, famous for his old-man characterizations. Strange though it seems, in many of the attitudes he assumes during the course of the play, his likeness to the famous director, D.

get that stunts reach only a few where advertising and publicity—and billboards, lobby display and your screen reach everyone you need to reach. Cut loose.

A Premier Screen Production of

"The TWO ORPHANS"

The most famous stage play in the world

Happy home—loving parents—joyous, beautiful children—
Fate strikes a cruel blow—homeless the two orphans wander—
Spurned where they sought protection—friendless but for one jolly chap.
Suddenly they become important—a rousing climax—and you are
Wiping the tears away—while a glad smile reflects your heart's glow.
Don't miss this—one of the world's greatest dramas.

Adv. cut No. 1

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"The TWO ORPHANS"

The most famous Stage Play in the World

When a story is printed in a book
And made into a play—
And put on the screen—and
Millions and millions and
Millions and millions of people
Laugh and cry and feel so good.
They re-read it and re-hear it
And re-see it—is it any
Wonder it is called one of
The greatest stories in the world?
Don't miss it.

Adv. cut No. 4

A Premier Screen Production of

"The TWO ORPHANS"

The most famous stage play in the world

Everybody enjoys a quiet cry when the heart seems to swell
With pent-up emotion—and as the lips quiver—a glad smile
Breaks through—and the tears—the happy tears
Roll out and you are not ashamed. You've never had an hour of
Screen entertainment to equal this.

Adv. cut No. 3

A Premier Screen Production of

"THE TWO ORPHANS"

The Most famous Stage Play in the World

No blow of Fate could be
So unkind as to
Make her forget little sister—
And you'll love her.
Plunged from happiness' heights
To the depths of despair—
Her glorious protecting love
Triumphed in the end.
The greatest tears-smiles drama
Of all time.

Adv. cut No. 2

SLIDES

Full colored slides—high-class—the kind you are glad to run to let your patrons know that the premier screen production of the most famous stage play in the world is coming to your house for their entertainment. Your screen is your best advertising medium—your "COMING" announcements are among the most important news items you have to give out. Your screen is the natural place for them to appear. Order both styles well in advance.

YOU CAN USE BOTH

Slide No. 1

Slide No. 2

Order Slides by Number

"The Two Orphans"—Great Emotional Stage Play—Has Entertained Millions

FAMOUS FOR 40 YEARS

Premier Screen Production of World Favorite Soon to Be Shown at ..... Theatre

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powerful, shrewd and unscrupulous men plotting against them and their rights, dealing blows that plunge them into the depths of despair. Their ray of sunshine is an itinerant street musician, Maju, a beloved vagabond, who remembering many kindnesses bestowed upon him by the children's parents and loving them for themselves, cheerfully starves that they may be fed, and aiding them in their battles so successfully that he becomes one of the most important of the many characters in the play.

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Pub. Cut No. 2

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The excellent cast of "The Two Orphans," soon to be shown at the ..... Theatre, beginning ....., includes an Italian actor, famous for his old-man characterizations. Strange though it seems, in many of the attitudes he assumes during the course of the play, his likeness to the famous director, D. W. Griffith, is so striking that in spite of the difference in ages, it is instantly noticed by the many who have become familiar with Mr. Griffith's features through his pictures so frequently used in newspapers and periodicals. At other times, with the light creating different shadows, the likeness disappears entirely.

Scene from the screen production of "The Two Orphans"

Pub. Cut No. 3

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Order ALL Cuts and Slides by Number Order Early, Use them Early and Often

Scene from the screen production of "The Two Orphans"

Pub. Cut No. 4

No Other Play—Stage or Screen—Can Equal This Amazing Record

Has played continuously for forty years—
In all modern languages—
In all civilized countries—
By scores of different theatrical companies—
It has MADE more players and STARS than any play ever written—

A Million Dollars Worth of Publicity

Is Behind it! This is your chance to *Get Your Share!*

The Greatest Heart Story Ever Told!
The Most Famous Stage Play in the World!

A Little Inside Dope on the Outside

By RUSSELL CLARK

I don't believe that half of the men
Who talk about "box-office" value
Know what it is. The average film
Salesman, or producer, or distributor,
Or advertiser, talks and writes as though
It was some kind of a mysterious hocus-pocus
That made an ordinary picture a success—or
The lack of which made a good picture a flop.
The box office is the place where the public
Hands you two bits to two bucks for entertainment—
If they get it that picture has box-office value—
Otherwise it has and gets knocks and the raz.
The Exhibitor who hasn't learned that the
Public likes to laugh at a comedy—and both
Laugh and cry at a drama—doesn't know box-office
Value any better than the aforementioned wiseacres.
When a picture comes to you with a forty-year record
As the greatest smile and tear producer the world
Has ever seen—and you don't recognize that this
Is the real simon-pure BOX-OFFICE VALUE
—we had
Better put the words "box-office value" in a pile
Of film clippings—and carefully drop a lighted
Match on them. Forty years of popularity and
Over a Million Dollars' Worth of Publicity
Stand back of my assertion that "THE TWO ORPHANS"
Has the greatest, truest box-office value of any picture
You ever booked. Enough said.

"The Two Orphans" *is*
Distributed by

Russell Clark Syndicate, Inc.

1540 Broadway, New York

D. W. GRIFFITH COLLECTION
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Another Lifetime OPPORTUNITY

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"THE TWO ORPHANS" belongs to that inimitable group which includes: *"The Birth of a Nation," "Intolerance," "Hearts of the World" and "Way Down East."*

D. W. GRIFFITH, INC.
A. L. GREY, GEN. MGR.

THE CAST WILL INCLUDE

LILLIAN GISH	MORGAN WALLACE
DOROTHY GISH	KATHERINE EMMETT
JOSEF SHILDKRAUT	FRANK LOSEE
LUCILLE LA VERNE	FRANK PUGLIA
SHELDON LEWIS	CREIGHTON HALE

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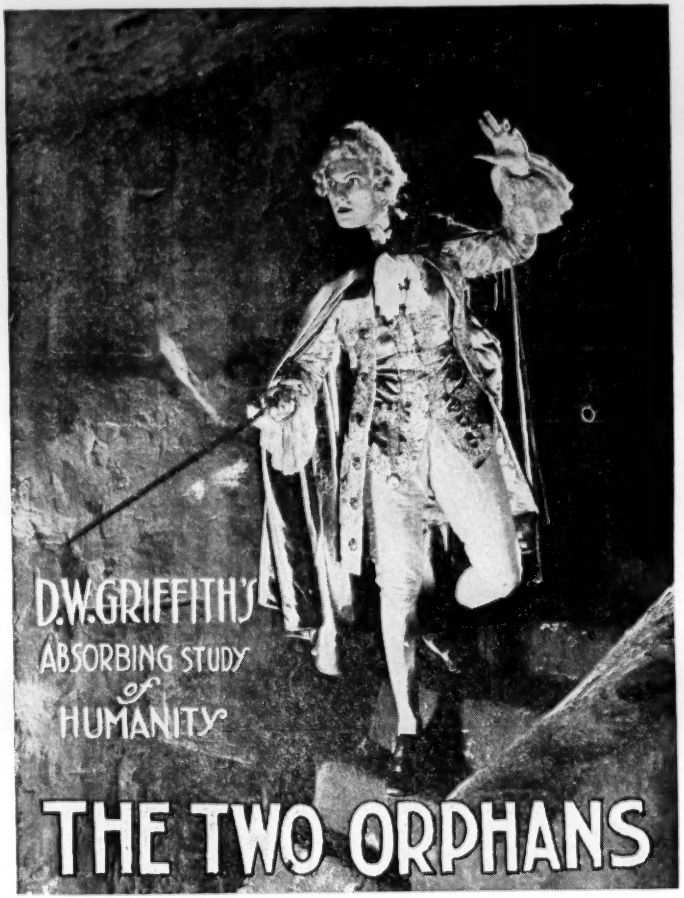

A thundering drama of the wide flung heart of France

Dorothy and Lillian Gish

"THE TWO ORPHANS"—

Based on Mon. D'Ennery's famous play. Mr. Griffith has extended the scope of his film into an extensive and startling study of humanity.

The cast of thousands and elaborate settings exist only as an element through which flows a vivid, sturdy and fascinating drama.

D. W. GRIFFITH COLLECTION
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Sheldon Lewis and Lucille La Verne

A VAST STORY—

Of the one time in all the world

When people threw aside all pretense and restraint

Standing with flaming ideals and blazing vices

Unafraid — natural — concealing not — posing not.

Astounding—Unforgettable—Important.

The Picture That Made London Turn "Movie Mad"

Unqualified Praise From England's Greatest Critics

"One of the greatest sensations in the way of emotional entertainment that London has ever known is 'Orphans of the Storm' *** Raises film making almost to the scale of Wagnerian dynamics *** There is the spiritual insight of Shakespeare in it. One knew that sooner or later Griffith would drive critics to seek parallels for his genius in other paths of arts."—London Express.

" 'Orphans of the Storm' stamps Griffith as a producer of genius *** admirably and perfectly done *** every child in London should be taken to see it."—London Times.

"With 'Orphans of the Storm' Griffith has set a standard for other producers to emulate."—London Telegraph.

"Contrived on a monumental scale, this picture again demonstrates Griffith is unquestionably the greatest film producer in the world."–London News.

" A masterpiece *** a perfect film *** the acting of Lillian Gish is inspired."—London News.

Thunderous Thrills! Tenderest Love!
Trembling Romance! Something Perfect!

Now Booking Through

UNITED ARTISTS CORPORATION

Mary Pickford, Charlie Chaplin, Douglas Fairbanks, D. W. Griffith
Hiram Abrams, President

A Story that has won five hundred million hearts.

The Two Orphans

Every white nation including Iceland . . . . Every yellow nation but Siam . . . . even Africa has translated Adolphe D'Ennery's great play; and laughed, thrilled, wept and flamed with the romance of the irresistable story.

The stage play has been presented over 100,000 times in America. Kate Claxton who achieved a great personal triumph in the part of Louise, played it over 7,000 times. In forty years, 50,000,000 people in this country saw this drama.

In comparison the ordinary popular book has a circulation of about 50,000. One million is the utmost circulation ever claimed by the most enthusiastic publisher for a book in this country.

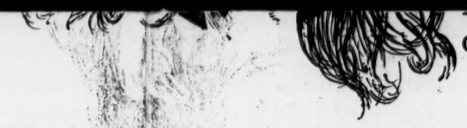
LOVE - - BRAVERY - - ADVENTURE - - PERIL

Study These Characters—They Are Better Known Than Many of The Present Day Celebrities.

HENRIETTE AND LOUISE, the two orphans, who come from Normandy and are stolen in Paris.

THE CHEVALIER de VAUDREY, handsomest man in Paris who risked his life and defied his King for Henriette.

MOTHER FROUCHARD, roaring, blustering, loveable old rogue who steals Louise.. loves her big son and despises her smaller crippled



her sister crippled one.

The cast for the film version includes Lillian and Dorothy Gish, Joseph Shildkraut, Monte Blue, Morgan Wallace, Lucille La Verne, Creighton Hale, Sheldon Lewis, Sydney Herbert, Frank Puglia, Leslie King, Frank Losee, Katherine Emmet and a supporting cast of about 14,000.

D. W. GRIFFITH'S

expansion of the story is even greater in scope than his treatment of "Way Down East". "Two Orphans" ranks in length with "The Birth of a Nation", "Intolerance," "Hearts of the World" and "Way Down East."

Henry Ford said: "The ingenuity of Edison and the genius of D. W. Griffith made motion pictures....". If it be a genius that makes Mr. Griffith's work distinctive, then it was never expressed with more brilliant force than in this production.

There are vast sets. There are great multitudes in this film. It is a spectacular drama, but not a spectacle. The crowds, the sets, exist only as an element through which flows this thundering conflict of humanity. A spectacle is like a bridge, colossal perhaps, but empty and uninteresting to look upon long.

This is Mr. Griffith's fifth large production. No other producer has ever made more than one. Why not? Why didn't even one of them ever try it again? The answer is very simple. It explains why Mr. Griffith's productions are universally recognized as apart from the output of other directors.

The Misses Lillian and Dorothy Gish appear together. The playing of Lillian Gish is more reveling, more wonderful than ever before. The *Los Angeles Times* says of Miss Gish: "Unlike Bernhardt and Duse Miss Gish gained her experience before she was old, so that now, still a beautiful young woman, she had the technique of these elder stars, with the charm of youth."

Joseph Shildkraut, who came to America with the reputation of being the handsomest man of Europe, and gained instant recognition with his acting in the popular drama "Liliom", plays the part of the Chevalier. He is a new type to the screen, the suavity and polish of Europe with the vigor and technique of America.

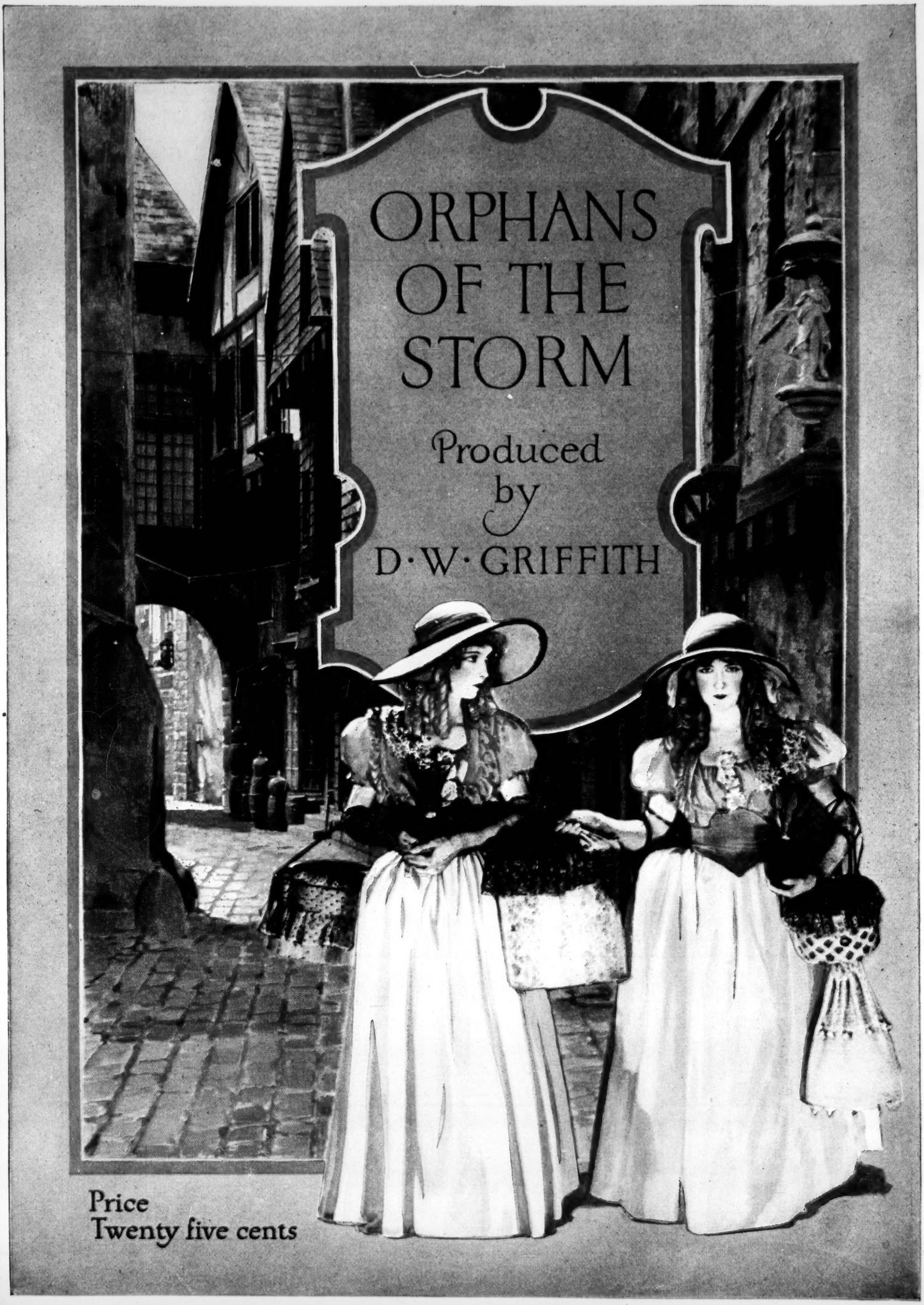
THE TWO ORPHANS

This is a drama of the one time in all history when people did exactly what they wanted to. There was no fear, there was no restraint. Humanity was just being human for once.

We are all interested in kittens, and puppies and all animals, because they are natural. For this play Mr. Griffith has taken an entire city, Paris, acting naturally.

It is fresh and vigorous—it is timely yet permanent—it is decent and clean, and inspiring. It is an effort to tell more than a petty story of idle men and restless women.

D. W. GRIFFITH, Inc., A. L. Grey, General Manager


ORPHANS OF THE STORM
Produced by
D·W·GRIFFITH
Price
Twenty five cents

THE PLAYERS

Henriette Girard	*Miss Lillian Gish*
Louise	*Miss Dorothy Gish*
The Chevalier de Vaudrey	*Joseph Schildkraut*
The Count de Linieres	*Frank Losee*
The Countess de Linieres	*Catherine Emmett*
The Marquis de Praille	*Morgan Wallace*
Mother Frochard	*Lucille La Verne*
Jacques Frochard	*Sheldon Lewis*
Pierre Frochard	*Frank Puglia*
Picard	*Creighton Hale*
Jacques Forget-Not	*Leslie King*
Danton	*Monte Blue*
Robespierre	*Sidney Herbert*
King Louis XVI	*Leo Kolmer*
The Doctor	*Adolphe Lestina*
Sister Genevieve	*Kate Bruce*

(*Supported by a Cast of Twelve Thousand.*)

Great pains have been taken to make the costumes, settings, incidents and characters from history absolutely correct. While many of the costumes, particularly of the women, may seem strange to our eyes, they are absolute duplicates of costumes worn at that time.

Thanks are due, M. Louis Allard, Professor of French at Harvard University, also the Marquis de Tolignac of Paris.

Authorities—Taine, Guizot, Abbott, and in particular, Thomas Carlyle in his History of the French Revolution.

This production is the most costly of all our efforts—both in money and time. All this means nothing so long as it pleases the People—whose servant we are.

Albert L. Grey,
General Manager.

D. W. Griffith,
Incorporated.

PERSONAL D. W. GRIFFITH DIRECTION

ORPHANS OF THE STORM

IN THE Normandy village, everyone knows the two orphans, Henriette and Louise Girard. One is blind and both are beautiful. Visitors from Paris have told Henriette that Louise might regain her eyesight through an operation, by a famous oculist in Paris.

So they take the coach for Paris, after Louise has made Henriette promise she will not marry and leave her. Henriette says: "Sweetness, I will never marry until you see the man I am to wed."

Accident interrupts the progress of the coach before a chateau of one of the nobility, blocking the equipage of the Marquis de Praille. After lashing the riders, the Marquis swaggers insolently around to view the passengers, and, fascinated by Henriette's fresh beauty, assumes liberties in his conduct.

When Henriette reproaches him and repels him, he directs a servant to proceed in advance of the coach to Paris and abduct Henriette, taking her to his gardens where a great party of gorgeous and scandalous nature is to be given. The girls, laughing at Henriette's account of the Marquis wearing a muff, resume the journey, speaking to all strangers they pass.

Arrived in Paris, they are alone, the elderly relative who comes to meet them having been decoyed away.

With the shadows, the henchmen of the Marquis come, seize Henriette, and leave Louise alone, to be found later by Pierre Frochard. Madame Frochard and her boon companion and son, Jacques, despise Pierre as a cripple and weakling. Pierre, enraptured by the beauty of the blind girl, and with the sympathy of one also afflicted, adores her and takes her to his mother. The Madame accepts her as one who will be useful in singing through the streets for charity.

Henriette recovers from her swoon in the midst of the garden fete. Gorgeously dressed fashionables are all about. The Marquis demands a kiss. She flees from one ardent face to another, seeking a friend. With passionate mischief, the merrymakers pursue her, when the Chevalier de Vaudrey, guest at the party, approaches.

"Is there no gentleman here to protect me?" cries Henriette.

"We are all gentlemen," they laugh.

"Then is there no man of honor?" she implores.

"May I offer you the services of my honor and my sword?" the Chevalier answers, won by the pity of her distraction.

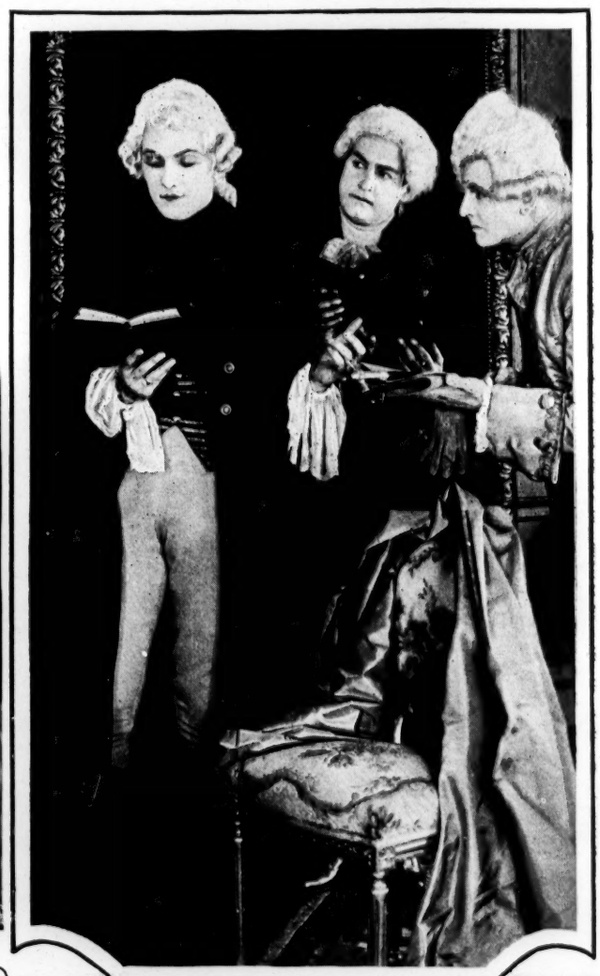
The Marquis forbids anyone leaving the garden. The Chevalier insists. A duel follows. The Marquis is injured. The Chevalier with Henriette flees to safety.

(Continued on Page Five)

THE CHEVALIER IS TOO POPULAR FOR HIS OWN CONVENIENCE

FOR A WOMAN'S HONOR THEY DUEL

HE KNEELS TO HER WHOM HIS SWORD PROTECTED



THE WORKS OF A RADICAL WRITER

But Henriette cannot find Louise. After establishing her in a room, the Chevalier goes to the home of his relatives the Count and Countess de Linieres. The Count has news from the King that the Chevalier is to wed a girl whom the King has selected.

The Chevalier refuses and tells of his love for Henriette. The Count insists to the development of a quarrel. A few days later, the Chevalier asks the Countess to visit Henriette. Then Henriette tells her that Louise is not a real sister, but an orphan found in front of Notre Dame as an infant abandoned and brought to the Girard home.

The Countess recognizes the circumstances as identifying her lost daughter, born from an early marriage with a commoner. Her father had killed the husband and sent the baby away, to free his daughter from such an alliance, shameful because the husband was not a nobleman.

As they talk, singing from the street below reminds Henriette of Louise's voice. Then she rushes to the balcony, sees the dirty beggar girl, fails to recognize Louise, hears the voice again, then calls, "Louise!" Louise answers: "Henriette, come, come, Henriette!"

As Henriette dashes to the stairway to go to her sister, the door to her room opens to admit a squad of soldiers under the command of the Count de Linieres. He orders Henriette's arrest. Being Prefect of Police of Paris, he has such authority. The Countess cannot intercede, for she refuses to reveal the early secret to her great husband.

Henriette goes to prison. She is ordered deported to America. Louise returns to the cellar with the debauched Frochards.

The contempt of the noble for the commoner has created a tyranny that is beyond tolerance. Rebellion occurs in Paris. The prison is stormed and Henriette is freed with others.

The Chevalier remains devoted in his love. Two men, Danton and Robespierre, control Paris. Henriette knows Danton, but not by name. He has sympathized with her in the loss of her sister when he hears it from others on the street.

One night, when assassins pursue him, he flees for protection to the nearest house, which is the one in which Henriette lives. She takes him to her room, and nurses him through the night. When Danton leaves the following morning, Robespierre sees him. Robespierre has often told Danton: "Women will be your downfall."

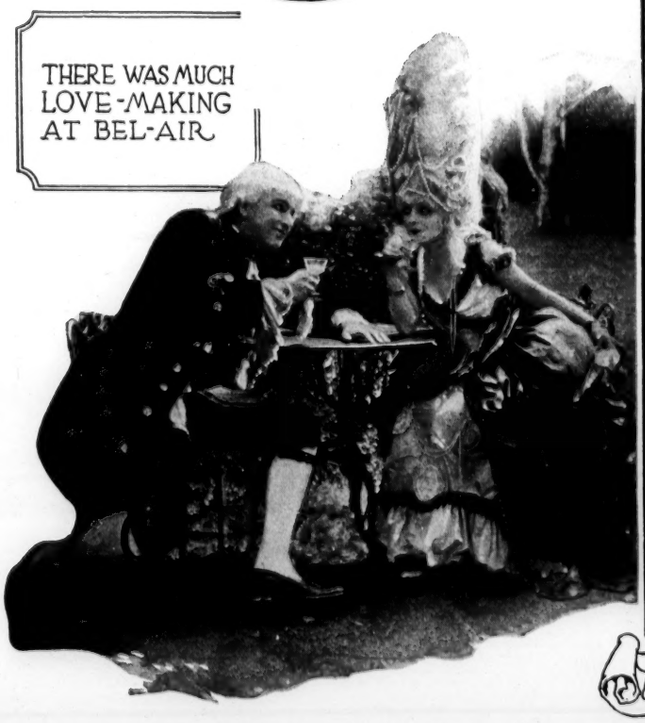
The Chevalier, banished from Paris by the radicals, returns in disguise and visits Henriette to see that she is safe. He is recognized, followed, and captured in Henriette's room.

With Robespierre's assent he is sentenced to the guillotine. And with him is sentenced Henriette as being his intimate friend.

Danton, entering the room where stand the doomed, sees Henriette. She points out the Chevalier to him, and Danton recognizes him as one who had fed the poor months before.

(Continued on Page Seven)

HOWLING, DANCING, CURSING – ANYTHING TO INSULT THE GIRL ON HER WAY TO THE GUILLOTINE



THERE WAS MUCH LOVE-MAKING AT BEL-AIR

THE FIGHT ON THE STAIRS

What You May Wish to Know About the Making of the Film:

Every scene was personally directed by D. W. GRIFFITH.

Six months were occupied in the making.

Twenty-six tons of properties were imported from France that the dress and scenes might be faithful to history.

Each scene was photographed from three to ten times.

Every scene was rehearsed from ten to three hundred times.

LILLIAN and DOROTHY GISH appear together for the first time since "*Hearts of the World.*"

JOSEPH SCHILDKRAUT makes his first film appearance.

The wigs for the production cost more than the entire cost of the first five-reel picture MR. GRIFFITH made.

The stage play, first presented in America at the Union Square Theater, December 21, 1875, was played 7,000 times by KATE CLAXTON. It has been played more than 100,000 times here.

The author, ADOLPHE D'ENNERY, changed his name from Phillips because his father was ashamed of having a playwright for a son.

The filming was done at MR. GRIFFITH's studios, Mamaroneck, a 40-acre estate projecting like a leaf into Long Island Sound, the stem connecting with the mainland.

The fountain in the *Bel-Air* scene weighed 60 tons and was appraised at $60,000.

The reproduction of Paris covered 14 acres, the largest studio set ever built. Three of the houses are reproductions from three now standing, past which the death-carts tiled over 100 years ago.

The room in which the King appears is an exact replica in size, paintings and minute detail of the grand salon in the Palace at Versailles. It is the largest room ever built in a studio.

The sword worn by Lafayette was designed by the same firm and a direct descendant of the individual swordsmith who made the original sword which was presented to Lafayette by our American Congress.

Three million feet of lumber were used in constructing the city; 3,000 tons of paving stone were set in the streets; 90 barrels of paint were used, and 4,000 panes of glass.

The *Bel-Air* scene was constructed at the GRIFFITH STUDIO and faithfully portrays the lavishness of the period. Many of the girls in the scene are famous beauties, several of them prominent socially. The fountain of wine is an actual fact, done with the permission of the prohibition agents.

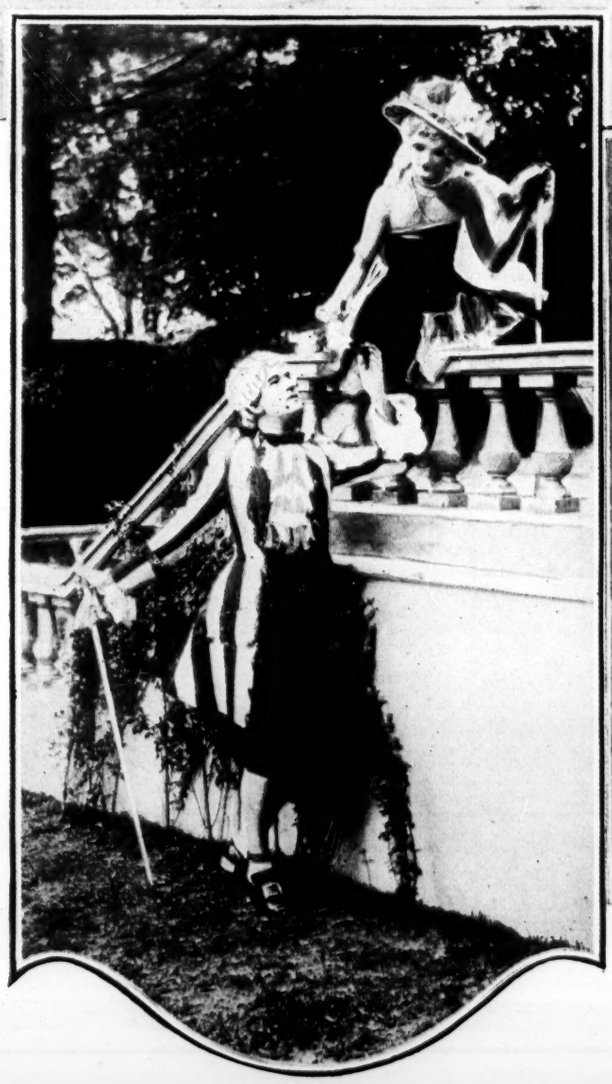
Assisting MR. GRIFFITH were HENDRIK SARTOV, photographer, assisted by PAUL ALLEN; FRANK WORTMAN, techinal director; HERBERT SUTCH, assistant director; CHARLES M. KIRK, designer of sets; ROSE and JAMES SMITH, film editors; EDWARD SCHOLL, special effects; CHARLES BOSS, scene painter; ANATOLE DANASHAW, head of laboratory.

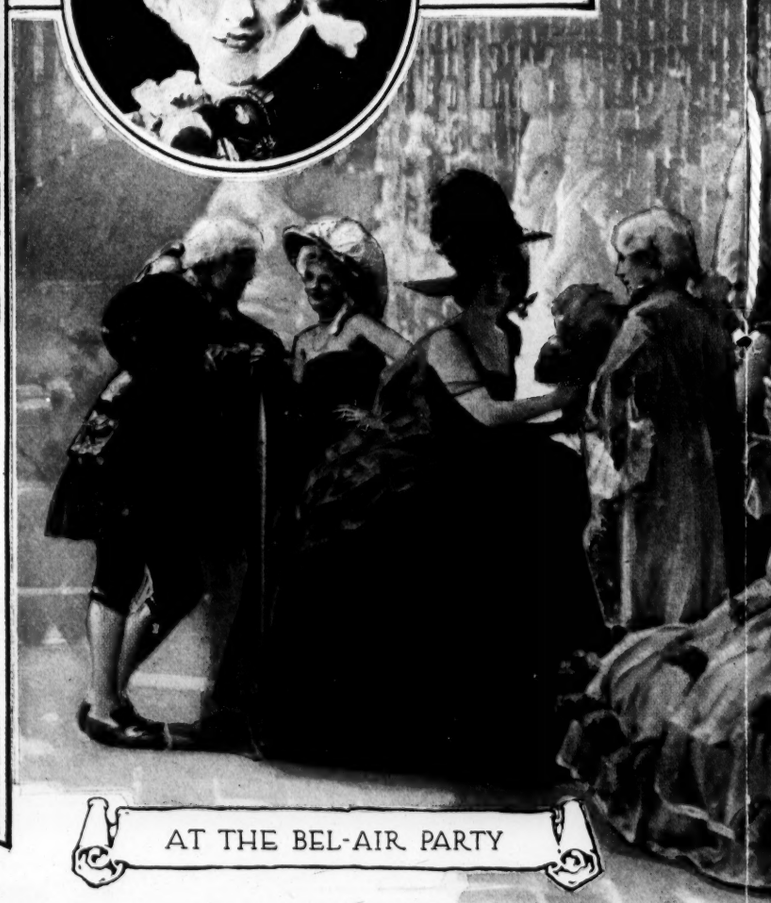
Musical arrangement by LOUIS F. GOTTSCHALK and WILLIAM F. PETERS.

(*Continued from Page Five*)

He remembers Henriette and how she had saved him. Danton's desperate efforts to spare them is the finale of the last act.

ON THE ROAD TO PARIS - AND ADVENTURE

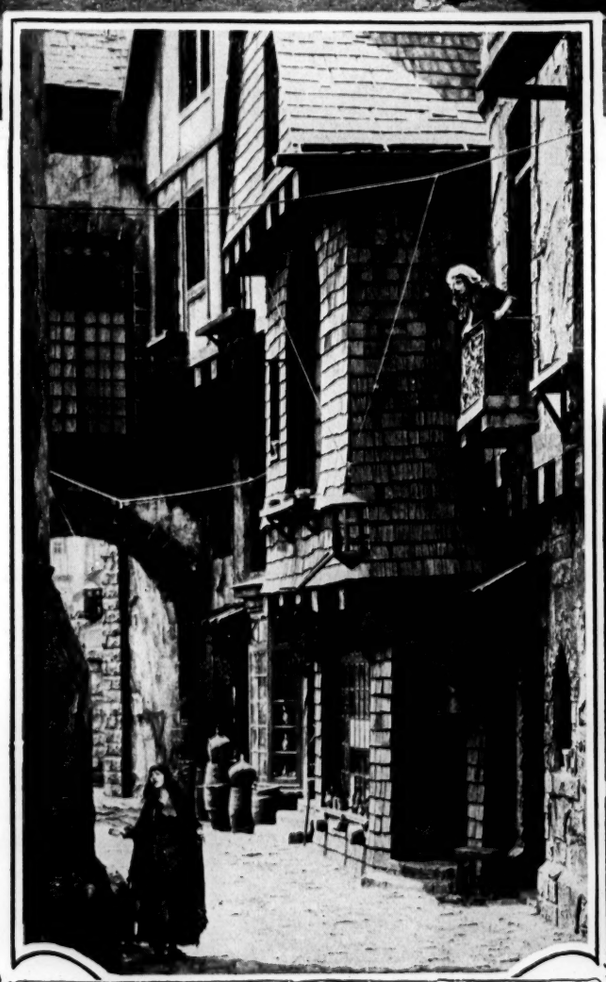




AT THE BEL-AIR PARTY

HENRIETTE MEETS DANTON
THE TALLEST MAN
SHE HAS EVER SEEN

THE GREAT SUPPER WHEN PEOPLE WENT MAD WITH LIBERTY



HENRIETTE DISCOVERS HER BLIND SISTER AS A BEGGAR

The Persons Who Made the Film—

DAVID WARK GRIFFITH, son of a Scotch mother (Oglesby) and Welsh-English father, born, La Grange, Kentucky, January 16, 1880. First job was on country weekly newspaper, wages one dollar a week. Solicited subscriptions for religious publication, "Baptist Recorder," earning money enough to go to Louisville and get work as reporter on Courier Journal. When told he must have stage experience to write drama, he joined travelling theatrical company. Later sold bicycle and bought excursion ticket to New York. Wrote poetry and feature articles for newspapers. Continued as actor, and wrote plays, one of which was produced by James K. Hackett, called "The Fool and the Girl." Travelled from coast to coast several times, gaining experience, working as "puddler" in steel mills, and as "sand-hog" on Hudson Tube construction.

His films made him famous immediately. He advanced the length of films from 500 feet to the long-feature picture. Majority of stars and directors of today were trained by him. He created the close-up, switch-back, the "long-shot," made the first serial, first comedy, first western, first tragedy. Biggest films are "Judith of Bethulia" (first long film ever made), "Birth of a Nation," "Intolerance," "Hearts of the World," "Broken Blossoms" and "Way Down East."

In appearance he is 5 feet 10 inches tall, weighs 156 pounds, brown hair, blue-gray eyes, slender, heavy-boned and vigorous in appearance. Enjoys dancing—smokes—dresses well—lives alone in two-room cottage at studio. He works about 15 hours daily. He recognizes no holidays in his work.

LILLIAN GISH—born Massillon, Ohio, of French ancestry, the family name being de Guiche. More beautiful in person than on the screen. Called by Paul Helleu, the French painter, "one of the five most beautiful women in America." Unmarried, she lives with her widowed mother. Her hair is very light, eyes large, blue and serene. Appeared on stage when four with her sister Dorothy in "Her First False Step." Continued in melodramas. Entered pictures when fourteen. Conceded by critics to be America's best actress. Has great personal charm and delightful democracy of manner.

DOROTHY GISH, sister of Lillian, married to James Rennie, an actor. Played on stage, taking parts when her sister outgrew them. More robust in appearance than her sister. Has light hair, deep blue eyes, brilliant and mischievous. Generally wears black wig to distinguish her from her sister. Made world-wide success in part of "Little Disturber" in Mr. Griffith's film, "Hearts of the World," becoming a star in a series of comedies. Has magnetic personality, is clever mimic and raconteur.

JOSEPH SCHILDKRAUT, a Roumanian gypsy, son of famous actor Rudolph. Recognized as the handsomest man of Europe. Appeared on European stage five years. Black hair, dark eyes, slender and athletic. Unmarried. Made sensation by his performance in "Liliom."

MONTE BLUE, descended from Cherokee Indians. Is trained athlete, tall, dark, powerful.

SYDNEY HERBERT, a finished and distinguished actor, once with famous Augustin Daly company. He was born in England. Played many important parts on American stage.

PICARD JESTS WITH A SWORD

THE GAYEST GENTLEMAN OF FRANCE

WHERE PARTIES WERE THE SCANDAL AND DELIGHT OF PARIS

AMID THE MAD REVELRY HENRIETTE FINDS HER PROTECTOR IN THE CHEVALIER de VAUDREY

BOON COMPANIONS AND DISREPUTABLE

HENRIETTE PROMISES NOT TO MARRY

THE HATS WERE OFTEN FOUR FEET HIGH

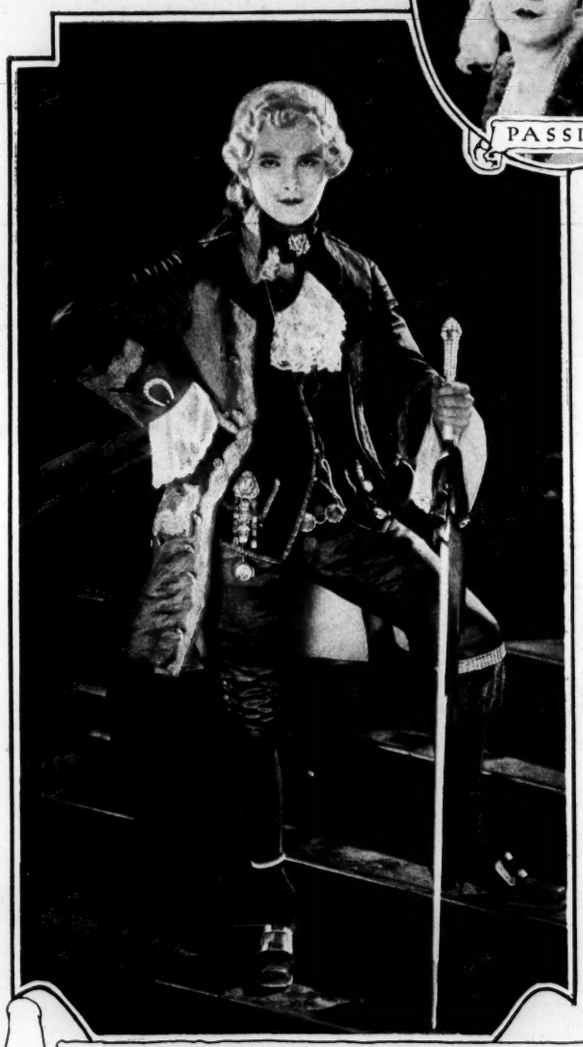
AUDACIOUS

ALOOFNESS

WIDOWHOOD

PASSION

THE MEN WORE SILK MUFFS, SOME BEADED AND TOUCHED WITH LACE OTHERS FRINGED WITH FUR



HOSPITALITY

UNHAPPY IN LOVE

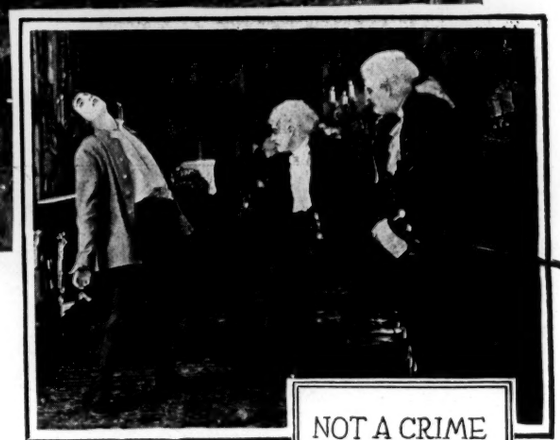
FLIRTATION

COQUETRY

THE FASHIONABLE WOMEN OF PARIS HAD A RECOGNIZED CODE FOR THE BEAUTY SPOTS, REVEALING THEIR MOODS AND ROMANTIC AFFAIRS IN GENERAL. AS THE FAD PROGRESSED, SEVERAL WERE USED. ONE YOUNG WOMAN IN DELICATE MOURNING AMUSING PARIS BY WEARING BEAUTY SPOTS INDICATING "WIDOWHOOD, FLIRTATION AND CAUTION"

THE WELL-DRESSED MAN ALWAYS WORE TWO WATCHES WITH HEAVY FOBS. OTHER FASHIONABLE DETAILS OF DRESS WERE A BEADED FRINGE AT THE LEFT KNEE ATTACHED BY A JEWELLED BAND, A JEWELLED ANKLET, ORNAMENTS ON THE SLEEVES, LAVELLIERE OR SO AT THE THROAT, AND A WALKING STICK WITH HEAVILY JEWELLED HANDLE

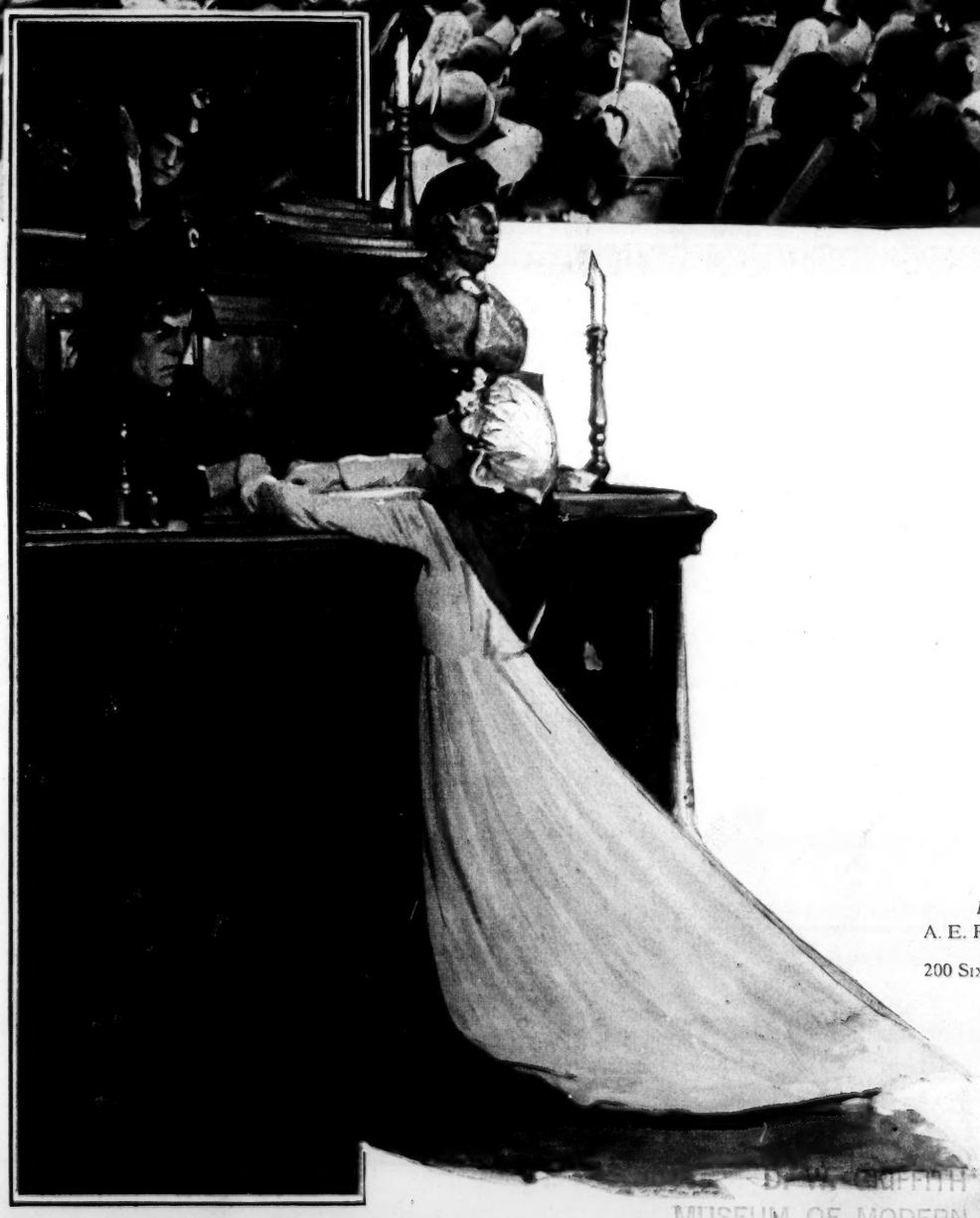
DANTON - GREAT ORATOR - AROUSES HIS FRIENDS TO THE RESCUE



NOT A CRIME TO SLAY A COMMONER

JACQUES IS MASTER OF THE KNIFE

WE COME OF A RACE THAT KILLS



Designed and Printed by
A. E. RICHARDSON COMPANY
INCORPORATED
200 SIXTH STREET, BROOKLYN, N.Y

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, FILM LIBRARY

Exploitation Dept.
D. W. Griffith Inc.
303 Longacre Bldg., N.Y.C.

William Jennings Bryan is the director of one of the scenes in "The Two Orphans". While a guest of D. W. Griffith at the studios, Mr. Bryan told of his daughter directing a picture. Griffith handed him the megaphone and asked him to direct a scene for the honor of the senior generation. So the orator did, directing Lillian and Dorothy Gish in action.

The rights of motion picture sets to survive without strange cameras playing upon them from aeroplanes, will be involved in a ruling which D. W. Griffith Inc. will ask of the Federal authorities in an action now being drawn by Atty. A. H. T. Banzhaf.

The proceedings will be directed against the United States Government. It will seek a definite ruling of the rights of federal cameramen riding in army aeroplanes to fly over private property for the purpose of sightseeing or taking photographs.

The action is occasioned by the repeated and prolonged visits of aeroplanes to the D. W. Griffith studios in Mamaroneck. For his production of "The Two Orphans" Mr. Griffith created a French city with twelve streets, at a cost in excess of $100,000. Visitors by land or water are denied access, so sightseeing by air became a popular custom, so much so as repeatedly to disturb the work of the players. Further it is difficult to continue dramatic scenes with an aeroplane darting down and swooping low over the set.

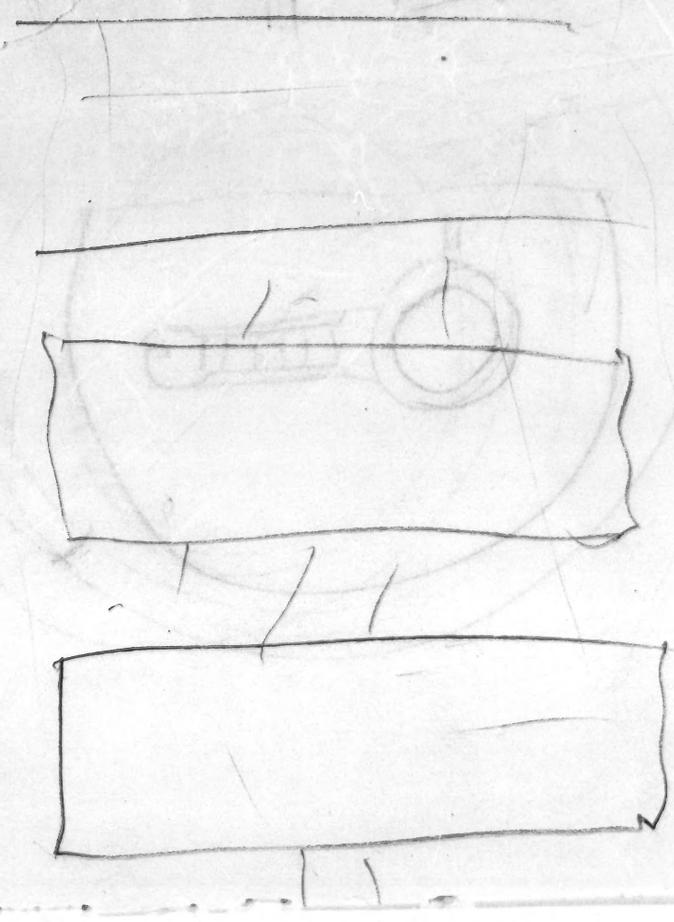
One aeroplane pilot with a single passenger became so interested in seeing all details that he dropped too closely, lost control of his craft, and lost it in the waters of Long Island Sound. This occurred August 19.

The majority of the aeroplanes carried cameras. The success of their photographing was proven to the studio recently when an offer was made the purchasing agent to inspect a quantity of views that might be useful to the studio library in the future. And months before the picture is to be released to the public, there appeared several different views of Griffith's own set, which were supposed to have the exclusiveness of private property until the picture was released.

Since it required six months of research before the construction department began work on the set, the circulation of the films showing the set gives other studios great advantages which it is doubtful if can be considered as fair.

D. W. Griffith Inc. hope to stimulate definite rulings on the rights of private property owners regarding air transportation, and to define exactly what may be considered as "air trespassing."

$ 2,160.00 Jung.
3,510. Fay
10,687.33 Schenck
$ 16,357.77



DWG-
R.
P.M.
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"Way Down East"

Act. I

No. 5 At Quality Court

17 If you could care (from the musical play "As you were."
Copyright by Jerome H. Remick.

27 Rustic Revels (suite) by Percy Fletcher
Published by Chappell Co. London.

29 He's a devil in his own home town

30 The old grey mare
(arranged by Panella)
(copyright by Panella Music. Co. Pittsburg Pa.)

34 Rose of Bagdad by Morton Roslyn
Copyright by Jerome H. Remick

34 B Nobody but you (from the musical comedy "La La Lucille"
by G. Gershwin
published by T. Harms.

34 D My Tango Queen (from the musical play "The Beauty Shop."
by Charles J. Gebest
copyright by Jerome H. Remick

34 E whose baby are you? (from the musical comedy "The Night
Boat." by J. Kern , arranged by H. Anderson.
Published by T. B. Harms.

40 Reverie by C. Delussy.
Copyright by the Boston Music Co.

Act II

No. 5 "At Dawning" by C. W. Cadman
Published by Oliver Ditson Co. Boston.

12 By Heck - by S. Henry
Published by J. Stern

14 Florodora (from the comic opera)

44 "Reuben Fox Trot" by B. Claypool, arr. by D. Onivas
pub. by J. W. Stern.

Through printing 250 sets for full orchestra and 250 extra piano parts Mr. Griffith evaded the purchase of the following quantities of the composition mentioned.

500	Galaxy	#102	Full orchestra	@ 1.85	$ 925.00
500	"	#102	Piano	@ .45	225.00
250	"	#107	Full orchestra	@ 1.85	462.50
250	"	#107	Piano	@ .45	112.50
250	Miscellany	#89	Full orchestra	@ 2.75	687.50
250	"	#89	Piano	@ .50	125.00
1750	Galaxy	#181	Full orchestra	@ 1.50	2625.00
1750	"	#181	Piano	@ .35	612.50
250	S. O.	#89	Piano	@ .15	37.50
					$5812.50
			Less customary	10%	581.25
					$5231.25
250	S. O.	#89	Full orchestra	@ 45¢ n.n.	112.50
				NET	$5343.75

41

133593

6,680.68

The above prize is correct according to catalogue
A. Pesce
Nov. 1 - 1921

G. Schirmer's publications, as listed below, may be identified in the piano score of "Dream Street", as follows:

ACT I

Pages 20, 21.	(#17)	"Dance of the Chinese Dolls"	Galaxy	#102
" 32, 33, 34.	(#27)	"Danse des Serpents"	"	#107
" 42, 43.	(#32)	"Chinese Lullaby"	S. O.	#89
" 44, 45.	(#34)	"Dance of the Chinese Dolls"	Galaxy	#102
" 67, 68.	(#59)	"Love Song"	"	#181

ACT II

Pages 91, 92.	(# 7)	"Atonement of Pan"	Misc.	#89
" 93, 94.	(# 8)	"Love Song"	Galaxy	#181
" 95, 96, 97.	(#10)	"Love Song"	"	"
" 113,114.	(#18)	"Love Song"	"	"
" 130,131.	(#25)	"Love Song"	"	"
" 146,147.	(#36)	"Love Song"	"	"
" 155.	(#44)	"Love Song"	"	"

Marionette published by Fox and was used 6 times which makes 600 times. It cost $1.00 a copy which makes a total of $600.

Love Song published by Schirmer and was used 7 times bought in 100 copies which makes x 700 copies at $1.50 per copy making a total of $1,050.

Scotch Poem published by Ross Junkiel, 2 copies which makes a total of 200 copies at $1.90 per copy ~~for 100 copies~~ would be $380.

All these were less 10%.

To complete these manuscripts Mr. Pesch bought
36 Marionettes
42 Love Song
12 Scotch Poem

It may be that these could be deducted as he still has these copies on hand.

All were bought at Schirmers.

Marionette	6	cop. @	1.00	- one hundred	scores	$600.00
"	6	" "	1.00	- 150	"	900.00
"	6	" "	1.00	- 250	"	1500.00
Love Song	7	cop. @	1.50	- 100	scores	$1050.00
" "	7	" "	1.50	- 150	"	1525.00
" "	7	" "	1.50	- 250	"	2575.00
Scotch Poem	2	cop. @	1.90	- 100	scores	$380.00
" "	2	" "	1.90	- 150	"	570.00
" "	2	" "	1.90	- 250	"	950.00

Less 10%

312	F.O.	#G.102	@ $1.85.....	$577.20	
156	F.O.	#G.107	" 1.85.....	288.60	
156	F.O.	#M 89	" 2.75.....	429.00	
1092	F.O.	#G.181	" 1.50.....	1638.00	
					$2,932.80
			Less 10%.....		293.28
					$2,639.52
156	F.O.	Song Orch #89	@ 45¢n.....		70.20
					$2,709.72

Marionette	6 cops.	@	$1.00	$600.00
Love Song	7 "	@	1.50	1050.00
Scotch Poem	2 "	@	1.90	380.00

Less 10 %

SHEET MUSIC NOT FILMED -

AVAILABLE IN THE COLLECTION.

Central Union Trust Co.

Outstanding checks January 31st 1921

1426	25-
1846	721.60
1847	292.18
1856	151.70
1864	381.03
1871	110.17
1873	3408.03
1876	3000-
1877	8000-
	16089.71

~~Chg. in~~ Deb Bal per ck Bk 31656.10

47745.81

Less 365.26

Less Deb. ck in Jan. 47380.55 OK.

N. 1898 215.26

1896 150

365.26

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D.W.GRIFFITH, INC.,
MAMARONECK,
N.Y.

MONTH OF
JAN.1921.

149 VOUCHERS RETURNED

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
1							Balance	
2	3	39.43	13	126.2	2	2,011.32		h 38,821.24
3	3	515	13	7,000.00	2	1,015.00	3	✓ d 12,675.00
4	3	287.60	13	5,916.6	2	215.87	3	✓ d 22,932.26
5	3	300.00	13	562.44	4	388.65	3	✓ d 10,057.92
6	3	90.20	14	768.00	4	522.96	4	✓ d 1,377.35
7	3	5,009.08	14	2,500.00	4	2,500.00	5	✓ d 8,837.33
8	3	273.53	14	500.00	4	200.00	5	✓ d 1,881.70
9	4	500.00	14	500.00	4	8,000.00	7	✓ d 1,225.25
10	4	400.00	14	1,000.00	4	299.85	7	✓ d 8,000.00
11	4	6,000.00	15	205.36	5	137.50	8	✓ d 26,813.59
12	4	12,500.00	15	746.25	5	798.80	9	✓ d 1,521.00
13	4	500.00	15	2,500.00	6	8,000.00	10	✓ d 15,550.00
14	4	602.98	15	200.00	6	81.62	10	✓ d 10,000.00
15	4	8,000.00	15	1,000.00	6	147.96	11	✓ d 2,112.50
16	5	8,332.97	15	160.00	6	125.00	12	✓ d 8,980.53
17	5	9.22	15	1,110.29	6	2,000.00	12	✓ d 4,740.45
18	5	901.85	17	21.21	6	55.71	13	✓ d 28,759.55
19	5	6,250.00	17	405.00	6	31,000.00	17	d 20,641.07
20	5	80.25	17	7.00	6	1,500.00	18	d 2,061.73
21	5	1,508.76	17	51.50	6	76.31	19	d 8,000.00
22	3	507.70	17	1,087.23	6	7,000.00	22	d 30,000.00
23	3	1,350.00	17	12,000.00	6	1,028.30	24	d 26,857.10
24	3	300.00	17	1,569.00	6	3,066.67	25	d 15,481.69
25	6	46.72	17	136.34	7	2,443.93	25	d 7,723.30
26	6	134.77	17	461.61	7	46.27	26	d 4,606.28
27	6	7,000.00	18	3,000.00	7	4,071.34	29	d 9,476.90
28	6	5,000.00	18	79.80	7	515.00	29	d 633.75
29	7	212.00	18	485.80	7	1,933.00	31	d 23,078.71
30	7	2,000.00	18	1,000.00	7	600.00		
31	7	250.00	18	200.00	7	30.00		
32	7	400.28	18	2,975.81	7	2,500.00		
33	7	243.35	18	1,000.00	7	7,500.00		
34	7	3,555.51	18	8,000.00	8	100.00		
35	8	366.75	19	215.32	8	105.00		
36	8	236.84	19	125.00	8	190.90		
37	10	300.00	19	3,000.00	8	729.13		
38	10	200.00	19	157.42	8	271.90		
39	10	9,000.00	20	7,000.00	8	827.50		
40	10	162.58	20	123.45	9	984.94		
41	10	174.81	20	1,959.50	9	95.80		
42	10	2,377.72	20	758.40	9	738.10		
43	11	2,000.00	20	1,100.00	9	271.06		
44	11	1,577.00	20	500.00	9	126.95		
45	11	8,000.00	20	687.13	9	4,000.00		
46	12	1,836.00	21	121.90	9	1,554.75		
47	12	669.67	21	238.78	31	250.85		
48	12	2,231.63	21	211.45	31	9,000.00		
49	12	1,000.00	21	5,000.00	31	200.00		
50	12	6,050.80	21	35.67	31	50.00		
	12	31.25	21	1,433.69	31	311.43		
	13	1,606.10	21	248.77	31	215.26		
	13	2,683.33	21	4,800.00		150.00		
	13	300.00	21	8.15				
	13	10,000.00						

149

1/15 29.4.96

BALANCE 34,465 59

380.55
47

IF NO ERRORS REPORTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE PROMPTLY ANY CHANGE OF ADDRESS.

Central Union Trust Co
Outstanding checks February 28th. 1921

9.	1426	25 = ✓
	1913	544.95 ✓
	1916	272 26 ✓
	1978	236.17 } redeposited
	1976	389.42 }
	1980	8545.01 ✓
	1983	27.75 ✓
	1985	8000 = ✓
		18040.56
		55750.83 Bal per Check Book.
		73791.39 " " Bank Statement

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D W GRIFFITH INC
720 LONG ACRE BLDG
NEW YORK CITY

MONTH OF
FEB 1921

105 VOUCHERS RETURNED

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
1	1	3,000.00	11	93.49	26	205.59	Balance	34,465.59
2	1	3,408.03	11	308.00	28	13,968.26	1	1,352.00
3	1	531.50	11	426.66			2	16,631.12
4	1	+ 8,000.00	11	11,000.00			3	O.K. 5,289.70
5	2	721.60	14	163.95			3	5,762.90
6	2	807.30	14	13,524.84			3	2,154.75
7	2	110.17	14	125.32			5	15,632.50
8	2	125.00	15	1,000.00			5	8,387.21
9	2	7,000.00	15	250.00			7	17,786.86
10	3	5,193.99	15	+ 8,000.00			7	Sys Jan 31 12,914.96
11	3	1,009.70	16	875.00			8	30,457.22
12	3	1,640.40	16	2,204.77			9	169.00
13	3	292.18	16	5,764.76			9	11,601.85
14	3	5,462.29	16	1,235.24			10	7,979.65
15	3	10.50	17	43.92			11	10,652.64
16		120.08	17	2,387.85			11	2,594.15
17	4	3,000.00	17	200.00			15	11,079.51
18	4	1,000.00	17	9,500.00			14	14,882.12
19	4	500.00	17	870.00			14	1,166.10
20	4	2,500.00	18	3,803.37			16	9,714.38
21	5	534.13	18	503.47			16	9,208.89
22	5	579.16	19	275.60			16	11,145.55
23	5	113	19	400.60			8	13,949.32
24	5	85.15	19	224.61			21	29,658.35
25	5	3,000.00	19	153.81			24	10,330.21
26	7	291.10	19	712.76			24	6,301.77
27	7	12,526.94	19	150.00			25	6,337.50
28	7	76.49	21	7,547.91			26	15,393.00
29	7	381.03	21	292.59			26	21,217.95
30	7	337.46	21	1,000.00			28	9,673.19
31	7	1,079.01	21	13,151.08			28	7,985.25
32	8	14,000.00	21	3,998.85				
33	8	503.00	21	500.00				
34	8	543.90	23	1,954.50				
35	8	12,000.00	23	4,000.00				
36	8	15,500.00	23	+ 8,000.00				
37	8	+ 8,000.00	23	12,000.00				
38	9	297.50	23	6,391.77				
39	9	916.34	24	3,300.00				
40	9	3,000.00	24	328.27				
41	9	2,000.00	24	2,000.00				
42	9	300.00	24	1,000.00				
43	9	692.41	25	2,500.00				
44	9	2,921.93	25	400.56				
45	10	7,000.00	25	871.78				
46	10	1,742.79	25	150.00				
47	10	500.00	25	351.10				
48	11	151.70	25	102.12				
49	11	166.64	26	143.75				
50	11	1,000.00		425.00				
	11	5,000.00						
	11	125.00						
		500.00						

O.K. 16343

adj of 1000 in mon. 11

BALANCE 72,791.39

IF NO ERRORS REPORTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE PROMPTLY ANY CHANGE OF ADDRESS.

Central Union Trust Co.

Outstanding checks March 31st. 1921

2024	~~26492.32~~
2054	~~5000.~~
2055	~~106.27~~
2056	~~113.95~~
2065	~~450.86~~
2070	~~9993.86~~
2081	~~156.72~~
	42 313.98
	22565.59 Bal per ck Book
	64879.57
	9835 80 Stock Deposit.
	74715.37
	04 more on dep 3/15 of 5420.64
	74715.41 ok.

Stock. 3/30 1275.95
3/31 8559.85
9835 80

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D.W.GRIFFITH,INC.,
303 LONGACRE BLDG.,
N.Y.CITY.

90

[redacted] VOUCHERS RETURNED

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
							Balance 1	73,791.39
1	1	8,000.00	21	147.41			1	d 4,620.67
2	1	12,000.00					1	d 17,254.90
3	1	6,625.00	22	1,808.50			1	d 5,872.75
4	2	544.95	22	10.00			5	d 8,000.00
5	2	108.00	22	338.91			7	d 13,592.57
6	2	871.26	22	207.84			10	d 8,089.55
7	2	401.24	22	1,000.00			12	d 8,000.00
8	2	541.2	22	106.34			14	d 14,013.40
9	3	449.53	22	1,266.28			15	d 5,420.64
10	3	1,500.00	22	513.77		entered 4/4 short in 3/13 in Mdse	15	d 2,095.60
11	3	3,682.00	23	130.00			16	d 5,992.38
12	3	25,000.00	23	370.00			16	d 3,296.94
13			23	1,500.00			17	d 574.60
14	4	141.56	23	15,000.00			17	d 5,154.50
15	4	76.66	23	350.80			19	d 13,544.48
16	4	641.36	24	292.07			21	d 8,912.10
17	4	2,352.40	24	245.32			22	d 8,817.57
18	5	15,000.00	24	350.00			23	d 3,737.58
19	7	61.36	24	292.00			24	d 7,562.75
20	7	500.00	26	1,500.00			24	d 3,346.04
21	7	55.00	26	150.00			24	d 5,551.65
22	7	202.80	26	568.32			26	d 8,000.00
23	7	13,567.03	28	12,680.60			28	d 8,875.75
24	24	625.59					28	d 16,781.70
25	8	500.00	29	500.00			29	d 1,884.84
26	8	8,545.01	29	535.41			29	d 1,867.45
27	8	1,000.00	29	125.46			30	1,275.95
28	8	11,000.00	29	667.80			31	d 5,745.68
29	8	272.26	30	1,126.00			31	8,559.85
30	9	27.75	30	100.00				
31	10	2.10	30	82.96	79	861050 60		
32	10	198.53	30	1,696.84				
33	10	55.00	30	8,000.00				
34	11	720.36	30	1,760.26				
35	14	12,930.54	31	1,000.00				
36	14	1,105.41	31	1,503.00				
37	5	731.23	31	1,377.62				
38	5	25.00	31	2,045.03				
39	16	1,500.00	31	394.65				
40	16	5,000.00	31	2,500.00				
41	16	1,610.27	31	6,412.62				
42	16	15,000.00	31	688.74				
43	18	203.10						
44	18	5,125.00						
	19	3,400.00						
	19	13,778.20						
	31	462.50						
	31	11,897.66						
	31	1,888.88						
	31	2,563.42						
		1,818.23						

entered 4/4 in 3/13 1275 95 8559 85 J.E

stock deposit April. also 4/4

dif. of 9835.84 in our cash book. see Apr. deposit.

BALANCE 24,715.41

RTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE PROMPTLY ANY CHANGE OF ADDRESS.

D. W. Griffith Inc.

IN ACCOUNT WITH

CENTRAL UNION TRUST COMPANY

OF NEW YORK
80 BROADWAY
NEW YORK

KEYS

CM	Cr. Memo.	RT	Returned Item
ND	Note Discounted	CC	Certified Check
CL	Collection	DM	Debit Memo.
LN	Loan	EX	Exchange
EC	Error Corrected	LST	Items as Per List

	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
			PREVIOUS BALANCE ☞			
1					MAR 15	d 50,000.00
2						
3						
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BALANCE OF YOUR ACCOUNT
AT CLOSE OF BUSINESS ON ☞ MAR 31 50,000.00

_____ 19

Received from the CENTRAL UNION TRUST COMPANY of New York

Statement of account showing a balance on _____
together with cancelled checks called for by said statement, correctness of which is hereby acknowledged.

_____

By _____

THIS RECEIPT MUST BE SIGNED BY THE DEPOSITOR, OR IF A CORPORATION BY AN OFFICIAL HAVING AUTHORITY TO SIGN THEREFOR.

Outstanding checks Apr. 30th. 1921
Central Union Trust Co.

2084	370 =
2134	300 =
2174	190.16 cancelled
2188	340 -
2189	2500 =
2190	5000 =
2197	47.80
2204	143 =
2207	[redacted]
2210	1779.04
2211	29.50
2215	5198.82
2216	150 =
2217	650 =
2218	150 -
2219	13117.74
2220	1500 -
	31466.06
	26990.56 Bal. per 4th Nat.
	58456.62 OK.

Check #2 6244.56 out on Bk statement.

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D. W. Griffith Inc

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
1		26,492.32 –		799.06 –		50.00 –	Balance	* 24,715.41 o
2		450.86 –		501.89 –		5,309.89 –	1	7,592.44 d
3		156.72 –		963.36 –		6,452.59 –	1	5,391.10 d
4		1,804.50 –		79.30 –		8,000.00 –	4	* 50,000.00 o
5		922.79 –		250.00 2-7		15.50 –	4	? 13,100.84 d
6		1,000.00 –		83.59 2-7		1,500.00 –	5	9,265.53 d
7		1,289.31 –		309.00 2-7		593.02 –	7	11,061.05 d
8		113.95 –		804.20 2-7		657.29 –	7	5,517.85 d
9		200.00 –		98.00 2-7		1,000.00 –	7	3,651.03 d
10		1,500.00 –		157.68 2-7		2,200.00 – 13	8	3,042.00 d
11		106.27 –		924.01 –		1,562.68 –	9	3,911.24 d
12		1,169.16 –		179.00 –		200.00 –	9	2,306.85 d
13		500.00 –		96.50 2 8		1,000.00 1	1	9,591.19 d
14		248.91 –		550.00 2 8		188.60 1	1	5,720.65 d
15		1,000.78 –		755.20 2 8		30.00 1	2	4,098.25 d
16		125.00 –		11,832.96 2 8		200.00 1	2	4,262.05 d
17		13,522.78 –		1,500.00 2 9		50.49 1	3	8,960.22 d
18		934.17 –		2,000.00 2 9		5,949.72 1	3	1,749.15 d
19		6,000.00 –		213.69 2 9		500.00 1	4	2,137.85 d
20		150.41 –		1,247.79 –		1,000.00 1	6	8,351.14 d
21		5,000.00 –		6,854.65 3 0		163.55 1	6	312.65 d
22		424.25 –		54.00 3 0		2,468.39 1	8	12,820.12 d
23		712.69 –		11,669.16 3 0		1,500.00 1	8	8,010.60 d
24		623.46 –		142.90 3 0		79.50 1	9	7,324.04 d
25		152.65 –		37.60 –		11877.15 3667.30 1	9	13,887.36 d
26		350.00 –		77.95 –		4258.80 d 2	0	4,258.80 d
27		574.35 –		778.08 –		2	0	5,040.77 d
28		15,000.00 –		4,000.00 –		2	1	1,926.60 d
29		31.25 –		117.50 –		2	1	.60 d
30		611.59 –		2,030.80 –		2	1	1,951.95 d
31		500.00 –		141.25 –		2	2	11,482.34 d
32		100.00 –		8,000.00 –		2	5	9,218.95 d
33		4,000.00 –		686.77 –		2	5	3,337.75 d
34		1,000.00 –		2,500.00 –		2	6	11,642.46 d
35		11,739.95 –		427.00 –		2	6	8,849.46 d
36		384.34 –		90.06 –		2	7	3,920.80 d
37		9,993.86 –		196.80 –		2	8	7,701.22 d
38		15,000.00 –		1,765.45 –		2	8	2,526.55 d
39		219.41 –		596.67 –		2	9	4,157.40 d
40		436.77 –		250.00 –				
41		701.77 –		1,017.12 –				
42		175.00 –		13,940.16 –				
43		292.18 –		45.00 –				
44		1,500.00 –		1,417.50 –				
45		25.00 –		66.00 –				
46		1,225.00 –		234.00 –				
47		500.00 –		39.75 –				
48		100.00 –		55.48 –				
49		121.36 –		50.00 –				
50		100.00 –		125.00 –				
		507.70 –		109.58 –				
				917.49 –				BALANCE 57,717.01

see letter attached
three items of stock credited
to Mr. Griffith personal ac.
ac. 4 - 434 shares 3667.30
" 4 - 305 " 2577.25
6244.55

IF NO ERRORS REPORTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE PROMPTLY ANY CHANGE OF ADDRESS.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH — F. J. LEARY
J. Y. G. WALKER — C. R. BERRIEN
J. V. B. THAYER — F. B. SMIDT
F. J. FULLER — B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER

FORTY-SECOND STREET OFFICE
HENRY C. HOLT, VICE PRESIDENT
R. N. McENANY, VICE PRESIDENT
S. H. TALLMAN, ASST. TREASURER
W. C. FAY, ASST. TREASURER
R. C. FAUST, ASST. TREASURER

CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

FORTY-SECOND STREET OFFICE
42ND STREET CORNER MADISON AVENUE

NEW YORK May 3,1921.

D. W. Griffith, Inc.,
303 Longacre Building,
New York City, N. Y.

Gentlemen:

In accordance with our telephone conversation of even date, we wish to advise that we have this day credited your account with $6,244.55 adjusting deposit credited in error on April 4th in the following amounts -

$3,667.30
2,577.25

With this adjustment, your balance at the end of April 30th,1921 should be $58,456.62.

Very truly yours,

R C Faust

FW-MLH

ASS'T TREASURER

Central Union Trust Co

Outstanding Checks June 1st. 1921

2279	1031.11
~~2293~~	~~101.-~~
~~2314~~	~~1006~~
~~2318~~	~~105.70~~
~~2319~~	~~339.07~~
~~2322~~	~~500.-~~
~~2324~~	~~513.64~~
~~2332~~	~~320.-~~
~~2336~~	~~5057.55~~
~~2338~~	~~500.-~~
~~2342~~	~~214.25~~
~~2343~~	~~1006.~~ cancelled in June
~~2344~~	~~370.41~~
~~2345~~	~~830.40~~
~~2349~~	~~28.-~~
~~2351~~	~~151.68~~
~~2352~~	~~955.85~~
~~2353~~	~~319.16~~
~~2354~~	~~2074.65~~
	15424.47
	145925.66 Bal per ct Bank
	161350.13

Ck short with Bank statement

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D.W.GRIFFITH,INC.,
303 LONGACRE BLDG.,
N.Y.CITY.

MONTH OF
MAY,1921.

179 VOUCHERS RETURNED

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
1	1	1,500.00	10	650.00	24	839.06	Balance	52,212.07
2	1	13,117.74	11	200.00	25	3,000.00	2	17,052.10
3	1	162.14	11	300.00	25	1,080.84	2	11,526.47
4	1	143.00	11	24.00	25	153.27	3	9,987.85
5	2	1,779.04	11	17.35	26	200.00	3	6,244.55
6	2	650.00	11	54.00	27	5,085.44	3	5,940.35
7	2	150.00	12	2,232.19	27	100.26	4	13,542.65
8	3	200.00	12	1,286.38	27	450.00	4	2,366.00
9	3	1,046.76	12	40.00	27	393.76	5	1.85
10	3	2,254.17	12	16.19	27	3,000.00	5	5,560.10
11	3	600.00	12	2,780.20	27	9,021.75	6	1,561.21
12	3	150.00	12	228.87	28	500.00	6	4,267.25
13	3	2,500.00	12	1,097.84	31	1,627.93	6	8,814.00
14	3	5,000.00	12	948.92	31	5,000.00	9	6,979.70
15	3	47.80	13	46.52	31	500.00	10	5,636.15
16	3	182.33	13	512.75	31	12,776.30	11	10,283.65
17	3	6,370.00	13	392.00	31	1,500.00	12	1,622.40
18	4	1,739.10	13	50,000.00	31	500.00	13	3,472.95
19	4	340.00	13	50,000.00	31	300.00	13	250,000.00
20	4	8,000.00	13	47,235.24	31	1,100.00		
21	4	1,014.73	13	15,335.06	31	153.70	17	6,717.75
22	4	[illegible]	14	1,635.55	31	674.61	17	2,222.35
23	5	2,619.87	16	1,500.00	31	500.00	18	633.75
24	5	432.00	16	10,955.76	31	650.00	19	2,476.81
25	5	2,505.15	17	2,538.50	31	650.00	19	4,410.90
26	5	1.85	17	191.00			20	1,030.90
27	6	29.50	17	283.90			23	18,704.24
28	6	8.95	17	279.35			23	24,614.85
29	6	207.54	17	150.70			24	15,750.84
30	6	88.44	17	650.00			25	10,900.50
31	6	935.74	18	298.10			26	17,542.56
32	6	1,754.97	18	213.35			26	3,075.80
33	7	11,274.79	18	2,751.59			27	1,814.31
34	7	156.72	18	50.50			31	1,275.95
35	7	750.00	18	1,808.43				
36	7	79.13	19	2,218.51				
37	7	300.00	19	574.95				
38	9	1,500.00	20	17.60				
39	9	500.00	20	125.00				
40	9	12,612.81	20	5,000.00				
41	9	62.50	20	76.67				
42	9	73.94	23	14.15				
43	9	312.25	23	1,500.00				
44	9	8,000.00	23	11,196.85				
45	9	987.47	23	169.02				
46	9	195.00	24	32.88				
47	9	328.32	24	105.00				
48	9	626.65	24	1,609.25				
49	9	1,416.25	24	2,518.35				
50	9	5,198.82	24	6,468.30				
			24	296.87				
			24	500.00				
			24	2,818.75				
			24	148.22				
							31	161,350.17

Bank credit over 4% at more in B/K. dep. than bank B/K.

161350 17

BALANCE 161,350.17

IF NO ERRORS REPORTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE PROMPTLY ANY CHANGE OF ADDRESS.

Check

Voucher No.

Account

Debit O. K.

Exp. O. K.

Central Union Trust Co.

2279	~~1031.11~~
2412	~~713.29~~
2413	~~497.-~~
2417	~~2649.32~~
2418	~~13778.20~~
2426	~~25.-~~
2448	~~486.-~~
2451	~~5.75~~
2452	~~250.-~~
2454	~~23.75~~
2458	~~4232.24~~
2461	~~1200.-~~
2462	~~150.-~~
2464	~~18234.32~~
	67118.98
	43599.50 Bal. per cash book.
	110718.48
	Ck. mon. bank stat. not in May.
	110718.52

D. W. GRIFFITH STUDIO Dr.
Los Angeles, Cal.

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D.W.GRIFFITH,INC.,
303 LONGACRE BLDG.,
N.Y.CITY.

MONTH OF JUNE 1921

110 VOUCHERS RETURNED

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
1	1	319.16	11	2,630.00	28	1,200.00	Balance	
2	1	955.85	11	81.00	28	2,016.01		161,350.17
3	1	101.00	11	62.71	29	1,171.12	1	12,208.25 d
4	1	151.68	11	118.10	29	301.69	1	14,719.90 d
5	1	105.70	11	1,628.00	29	605.00	2	1,216.80 d
6	1	830.40	13	1,483.85	29	238.56	2	5,015.23 d
7	1	500.00	13	1,500.00	30	2,828.75	3	2,999.75 d
8	2	2,074.65	13	14,503.16	30	383.03	6	6,635.25 d
9	2	500.00	14	191.78	30	600.00	6	8,103.55 d
10	2	513.64	14	3,121.72	30	150.00	7	1,521.00 d
11	3	122.12	14	452.72			8	692.90 d
12	3	5,057.55	15	10,000.00			9	3,777.15 d
13	3	500.00	15	235.00			10	109.85 d
14	3	705.04	16	500.00			13	10,461.10 d
15	4	28.00	16	44.14			14	549.25 d
16	4	650.00	17	1,226.89			15	3,506.75 d
17	4	300.00	17	133.40			16	18,692.88 d
18	4	2,147.61	17	3,110.97			16	278.85 d
19	6	1,006.00	17	492.10			15	30,675.50
20	6	80.00	17	1,803.00			20	1,030.90 d
21	6	339.07	17 87	~~327.50~~			15	2,053.35 d
22	6	79.45	18	750.00			22	5,432.34 d
23	6	593.00	18	650.00			22	3,549.00 d
24	6	13,152.28	18	136.92			23	312.65 d
25	6	1,500.00	20	100.00			24	1,360.45 d
26	7	5,000.00	20	300.00			25	650.65 d
27	7	500.00	20	125.00			28	5,931.90 d
28	7	8.61	20	16,570.81			29	1,297.43 d
29	7	214.25	20	1,500.00			29	2,670.25 d
30	7	2,500.00	20	492.33			30	2,932.15 d
31	7	320.00	20	2,306.00				
32	7	3,000.00	21	2,862.79				
33	7	174.58	21	231.51				
34	7	2,014.63	21	283.80				
35	7	42.40	22	1,598.04				
36	8	436.45	22	50.00				
37	8	3,780.93	22	503.00				
38	8	100.00	22	123.15				
39	9	190.42	22	1,000.00				
40	9	500.00	22	75.00				
41	9	400.00	23	1,259.33				
42	9	9.00	23	461.98				
43	10	132.49						
44	10	5,900.00	24	150.00				
45	10	370.41						
46	10	943.94	27	231.75				
47	10	106.26	27	18,473.70				
48	10	397.76	27	1,500.00				
49	10	176.05	27	750.00				
50	11	100.00	27	134.71				
	11	2,200.00	27	150.78				

PRICE WATERHOUSE & CO. EXAMINED JUL 14 ACCOUNTANTS

BALANCE 110718.52 K

IF NO ERRORS REPORTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE PROMPTLY ANY CHANGE OF ADDRESS.

Central Union Nat. Bk.

Out standing checks July 31st 1927

Check .....

a/c No. .....

Issue .....

Dep. O. K. .....

Exp. O. K. .....

Dr. W. CHIERICHI STUDIO Dr.

Los Angeles, Cal.

To

a/c 2528	~~1083.44~~
2533	1053 -
2544	~~500~~ -
2545	~~77.65~~
2546	~~213.28~~
2548	~~22.75~~
2549	~~165.87~~
2550	~~200~~
2551	~~7000~~ -
	10315.94
	25040.39 Bal per Lopsch Bank
	35356.33

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D.W.GRIFFITH,INC.,
303 LONGACRE BLDG.,
N.Y.CITY.

MONTH OF
JULY,1921.

97 VOUCHERS RETURNED

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
							Balance	110,718.52
1	1	13,778.20	14	83.62			1	912.60
2	1	250.00	14	1,186.20			2	6,092.45
3	1	236.80	14	1,400.00			5	12,000.00
4	2	25.00	14	276.95			5	735.15
5	2	5,370.08	14	750.00			7	44,475.82
6	2	2,519.59	14	90.00			7	845.00
7	2	1,984.50	15	303.25			12	12,020.64
8	2	5.75	15	367.67			13	84.50
9	2	23.75	15	131.34			15	676.00
10	5	26,492.32	15	500.00			18	6,000.00
11	5	1,500.00	16	1,290.50			19	6,000.00
12	5	18,234.32	16	1,500.00			20	346.45
13	5	486.00	16	1,307.55			21	795.72
14	5	713.29	18	18,311.87			21	33.80
15	5	497.00	18	750.00			25	6,000.00
16	5	75.00	18	240.18			26	84.50
17	5	83.10	18	84.56			26	6,000.00
18	6	382.25	18	32.72			27	1,690.00
19	6	200.00	19	5,000.00			28	126.75
20	6	125.00	19	1,807.00			29	2,323.55
21	6	6,348.75	19	1,308.41			30	24,000.00
22	6	750.00	20	158.00				
23	6	1,031.11	20	125.00				
24	7	4,232.24	21	181.79				
25	7	45.00	21	12,852.25				
26	7	64.86	21	799.00				
27	8	4,000.00	22	1,000.00				
28	8	1,500.00	22	1,500.00				
29	8	151.67	22	409.45				
30	8	1,732.02	23	520.40				
31	9	1,500.40	25	1,601.12				
32	9	63.31	25	5,000.00				
33	9	310.75	25	1,376.44				
34	9	78.01	25	750.00				
35	11	331.96	26	935.74				
36	11	150.00	26	14,998.15				
37	11	628.17	26	1,000.00				
38	11	17,523.84	26	851.17				
39	11	1,500.00	27	1,600.92				
40	11	300.00	27	1,500.00				
41	11	353.88	27	1,500.00				
42	11	150.00	27	100.00				
43	11	573.80	30	59.20				
44	13	470.63						
45	13	1,200.00						
46	13	1,000.00						
47	13	389.75						
48	13	1,079.25						
49	13	623.32						
50								
								BALANCE 35356.33

IF NO ERRORS REPORTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE PROMPTLY ANY CHANGE OF ADDRESS.

Outstanding checks 8/31/21

4/ 2533	1053 -
2623	~~492~~ -
2635	~~92.92~~
2640	~~15.25~~
2641	~~427.50~~
2649	~~360~~ -
2652	~~300~~
2653	~~200~~ -
2654	~~1000~~ -
2655	~~274.18~~
2656	~~149.05~~
2657	~~141.66~~
	4535.56
	24394.41
	28929.97

.20 overpayment on 4/2570 returned for dep on Sept.

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D.W.GRIFFITH,INC.,
303 LONGACRE BLDG.,
N.Y.CITY.

MONTH OF
AUG.1921.

102

VOUCHERS RETURNED

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
1	1	12,469.94	1 3	300.00	1	98.58	Balance	35,356.33
2	1	1,083.44	1 3	462.00	1	507.70	2	101.40
3	1	7,000.00	1 5	9,000.00	1 1	10,000.00	3	12,000.00
4	1	500.00	1 0	1,289.74			3	845.00
5	2	77.65	1 6	6,284.47			6	15,858.37
6	2	1,000.00	1 6	2,000.00			8	1,248.63
7	2	500.00					8	845.00
8	2	200.00	1 6	399.02				
9	2	156.72	1 6	200.00			9	42.25
10	2	642.20	1 6	402.10				
11	3	2,000.00	1 6	4,128.71			1 1	194.35
12	3	300.00	1 7	3,417.06			1 2	26,421.15
13	3	213.28	1 8	280.00			1 0	1,510.50
14	3	535.22	1 8	6,154.95			1 0	10,000.00
15	4	1,000.00	1 8	222.50			1 6	845.00
16	4	712.00	1 8	1,743.45			1 9	11,893.43
17	4	151.70	1 8	44.38			2 0	10,650.90
18	5	402.10	1 8	103.91			2 2	10,000.00
19	6	75.00	1 9	229.00			2 3	13,466.08
20	6	165.82	1 9	500.00			2 5	1,642.40
21	6	750.00	1 9	745.50			2 7	10,000.00
22	8	200.00	2 0	3,000.00			3 0	16,726.98
23	8	462.00	2 0	475.54			3 0	16,022.80
24	8	74.65	2 0	516.00			3 1	10,000.00
25	8	32.00	2 0	10,000.00				
26	8	72.17	2 0	258.47				
27	8	251.33	2 2	3,304.00				
28	9	8,359.28	2 2	750.00				
29	9	500.00	2 2	725.12				
30	9	1,115.40	2 2	507.00				
31	9	7,000.00	2 3	2,278.00				
32	9	1,500.00	2 3	48.00				
33	9	445.82	2 3	7,149.28				
34	10	92.40	2 4	2,000.00				
35	10	300.96	2 5	432.15				
36	10	51.66	2 5	3,111.79				
37	10	22.75	2 6	557.70				
38	10	272.94	2 6	2,812.60				
39	10	* 320.61	2 6	4,500.00				
40				330.64				
41	11	410.21	2 7	472.58				
42	11	356.67	2 9	750.00				
43	11	136.75	2 9	1,510.50				
44	11	720.80	2 9	381.44				
45	12	53.47	3 0	10,000.00				
46	12	3,500.00	3 0	1,500.00				
47	12	1,000.00	3 0	6,543.99				
48	12	149.44	3 0	257.05				
49	12	334.50	3 0	114.39				
50			3 0	3,616.75				
			3 0	750.00				
				425.36				
				750.00				

91

PRICE, WATERHOUSE & CO. EXAMINED OCT 19.. No. 74 ACCOUNTANTS

BALANCE 28,929.78

IF NO ERRORS REPORTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE PROMPTLY ANY CHANGE OF ADDRESS.

OK

[redacted]entral and [redacted] Trust.
Outstanding c/Ks. 9/30/21

#2533	1053.-
2760	~~150~~
~~2761~~	~~300.-~~
2765	~~1048.81~~
2771	~~1000~~
72	~~2005.89~~
73	~~1125.-~~
74	~~200.-~~
75	~~1025.59~~
76	~~2905.-~~
77	~~1720~~
78	~~525~~
	10920.57
	12074.52
	22995.09

~~[illegible]~~

~~1448.26~~

260.17
1555.83
1816.00

22995.09
21179.09
1816.00

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D.W.GRIFFITH,INC.,
303 LONGACRE BLDG.,
N.Y.CITY.

MONTH OF SEPT.1921

VOUCHERS RETURNED

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
							Balance	28,929.77
1	1	428.32	4	500.00	4	264.60		
2	1	15.25	4	1,015.40	4	7,406.00	2	1,140.13
3	1	492.00	4	21.50	4	921.85	3	10,000.00
4	2	100.00	4	2,346.64	4	709.89	6	16,657.82
5	2	92.92	5	502.94	4	96.58	7	16,873.36
6	2	1,690.95	5	491.62	6	9,000.00	10	10,000.00
7	2	360.00	5	871.06	7	125.24	12	15,000.00
8	2	1,000.00	5	13,778.20	7	7,266.56	13	15,120.22
9	2	86.03	5	1,003.26	7	2,000.00	14	4,669.56
10	3	446.25	5	207.90	7	750.00	17	10,000.00
11	3	500.00	5	550.00	8	5,000.00	19	15,224.49
12	3	427.50	6	1,015.40	8	642.94	20	15,000.00
13	3	486.68	6	507.70	9	110.00	20	1,309.77
14	6	4,333.56	6	822.66	9	833.61	20	2,824.99
15	6	10,000.00	6	172.65	9	60.00	21	24,417.00
16	6	1,715.00	6	864.25	9	1,433.32	24	15,000.00
17	6	274.18	6	155.20	9	386.00	26	15,000.00
18	7	750.00	7	174.93	9	150.00	27	15,000.00
19	7	2,609.52	7	480.68	9	300.00		
20	7	300.00	7	1,177.25	10	574.00		
21	7	179.05	9	2,023.15	10			
22	7	7,949.06	9	547.07				
23	8	1,500.00	9	9,000.00				
24	8	356.66	9	515.40				
25	8	3,616.18	9	319.25				
26	8	327.71	10	3,300.00				
27	8	842.42	10	141.66				
28	8	141.66	10	1,500.00				
29	9	70.00	10	107.78				
30	9	1,177.67	10	2,000.00				
31	9	172.42	10	6,114.85				
32	9	75.00	10	750.00				
33	10	711.46	11	5,025.00				
34	10	283.45	11	3,524.22				
35	10	15.00	12	1,144.68				
36	10	3,910.00	12	684.25				
37	10	1,311.90	12	684.25				
38	10	74.81	12	8,610.98				
39	10	763.93	12	927.37				
40	10	96.07	12	927.36				
41	10	200.00		[illegible]				
42	12	1,268.39	13	795.25				
43	12	1,104.69	13	1,137.00				
44	12	260.17	13	772.00				
45	12	9,000.00	13	772.00				
46	12	1,200.00	13	6,500.00				
47	13	1,500.00						
48	13	7,699.39						
49	13	549.25						
50	13	260.17						
		75.00						
		51		45		51 45 70 116		
								BALANCE 21179.9

dep. 9/8 1555.83 not on statement

260.17 off. on statement since

PRICE, WATERHOUSE & CO. EXAMINED OCT 1921 No. 7 ACCOUNT

IF NO ERRORS REPORTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE PROMPTLY ANY CHANGE OF ADDRESS.

GEORGE W. DAVISON, PRESIDENT
VICE-PRESIDENTS
THEO. G. SMITH — F. J. LEARY
J. Y. G. WALKER — C. R. BERRIEN
J. V. B. THAYER — F. B. SMIDT
F. J. FULLER — B. A. MORTON
M. FERGUSON, VICE-PREST. & SECY.
H. M. MYRICK, TREASURER

FORTY-SECOND STREET OFFICE
HENRY C. HOLT, VICE PRESIDENT
S. H. TALLMAN, ASST. TREASURER
W. C. FAY, ASST. TREASURER
R. C. FAUST, ASST. TREASURER
R. E. ALLEN, ASST. TREASURER

CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY
OF NEW YORK

FORTY-SECOND STREET OFFICE
42ND STREET CORNER MADISON AVENUE

NEW YORK

Oct. 3, 1921.

D. W. Griffith, Inc.,
303 Longacre Building,
New York City.

PRICE, WATERHOUSE & CO. EXAMINED OCT 1921 No. 34 ACCOUNTANTS

Gentlemen:

This is to advise that we have this day credited your account with $1555.83, deposit of September 8th, which we failed to credit to your account as of that date.

Regretting the inconvenience occasioned you, we remain,

Very truly yours,

R B Faust

ASS'T TREASURER

FW MEC

Central Union Trust Co.

Outstanding cks 10/31/21

# 2533	1053 - ✓
2883	2769.88 ✓
2885	1077.20 ✓
2886	55.40 ✓
2888	209.73 ✓
2891	650 - ✓
	5815.21
	227,726.39 Bal per cf bank
	233541.60 ok

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D.W.GRIFFITH,INC.,
303 LONGACRE BLDG.,
N.Y.CITY.

MONTH OF
OCT.1921.

VOUCHERS RETURNED 120

ACCEPTED CHECKS RETURNED

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
							Balance	
1	1	525.00 –	11	964.20 –	27	2,000.00 –	11	21,439.26
2	1	1,125.00 –	11	750.00 –	27	237.00 –	1	11,091.16 d
3	1	3,000.00 –	13	509.30 –	27	34.86 –	3	16,535.85 d
4	1	2,005.89 –	13	299.46 –	27	100,000.00 –	3	1,555.83 d
5	1	1,000.00 –	13	2,500.00 –	28	132.50	4	15,000.00 d
6	1	200.00 –	13	3.82 –	28	1,300.00 –	6	2,815.18 d
7	3	2,905.00 –	14	5,000.00 –	29	50,000.00 –	7	340,000.00 d
8	3	5,000.00 –	14	1,125.00 –	29	637.50 –	8	10,152.04 d
9	3	46.31 –	15	500.00 –	29	1,135.50 –	10	15,000.00 d
10	3	350.00 –	15	950.00 –	29	167.84 –	11	15,000.00 d
11	3	9,000.00 –	15	2,886.85 –	31	439.97 –	13	4,410.08 d
12	4	778.25 –	15	2,340.09 –	31	1,500.00 –	15	11,284.43 d
13	4	5,639.95 –	15	5,000.00 –	31	13,943.80 –	17	15,150.00 d
14	4	1,500.00 –	15	1,685.22 –	31	5,000.00 –	18	105,500.00 d
15	4	678.90 –	15	2,000.00 –	31	10,000.00 –	18	71.40
16	4	750.00 –	15	527.00 –		183.32 –	19	1,773.81 d
17	5	15.00 –	17	40.93 –			22	11,424.90 d
18	5	17.25 –	17	50,000.00 –			24	15,000.00 d
19	5	100.00 –	18	2,777.80 –			25	15,000.00 d
20	5	2,305.58 –	18	1,000.00 –			26	1,005.64 d
21	6	151.68 –	18	5,100.00 –			29	12,955.46 d
22	6	5,304.78 –	18	10,000.00 –			31	15,000.00 d
23	6	500.00 –	18	9,000.00 –				
24	6	1,025.59 –	18	367.00 –				
25	6	350.00 –	18	300.00 –				
26	6	350.00 –	18	5,381.52 –				
27	7	745.62 –	18	2,500.00 –				
28	7	1,048.84 –	18	750.00 –				
29	7	5,949.33 –	18	650.00 –				
30	7	356.66 –	18	1,239.96 –				
31	7	68.00 –	19	1,597.16 –				
32	7	3.40 –	19	1,686.65 –				
33	8	1,098.79 –	20	306.23 –				
34	8	17.36 –	20	361.00 –				
35	8	628.90 –	20	1,479.18 –				
36	8	1,152.00 –	20	237.50 –				
37	10	350.00 –	20	400.00 –				
38	10	500.00 –	21	729.00 –				
39	10	9,000.00 –	22	250.00 –				
40	10	730.90 –	24	13,549.92 –				
41	10	250.00 –	24	555.15 –				
42	10	700.00 –	24	250.00 –				
43	11	7,023.68 –	24	81.34 –				
44	11	93.51 –	25	776.09 –				
45	11	75.00 –	25	1,500.00 –				
46	11	1,100.00 –	25	1,251.56 –				
47	11	2,600.05 –	25	433.01 –				
48	11	6,244.65 –	25	731.0 –				
49	11	1,500.00 –	25	650.00 –				
50	11	3,500.00 –	26	510.00 –				
		449.90 –	26	560.34 –				
			26	1,215.00 –				
			26	2,500.00 –				

BALANCE 233,541.60

IF NO ERRORS REPORTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE PROMPTLY ANY CHANGE OF ADDRESS.

SAFE DEPOSIT VAULTS

Central Union Trust Co.

Outstanding cks. 11/30/21.

2999	~~505.48~~ ✓
3009	~~2500~~
3016	~~30~~
3019 N.	~~1800~~
3020	~~156.31~~
3021	~~797.36~~
3022	~~815.05~~
3023	~~24.38~~
3024	~~798.40~~
3025	~~200~~
	10,927.01
	204,008.80 Bal per our book.
	✓ 214,935.81 OK

IN ACCOUNT WITH

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST COMPANY OF NEW YORK

FORTY SECOND STREET AND MADISON AVENUE

D.W.GRIFFITH,INC.,
303 LONGACRE BLDG.,
N.Y.CITY.

MONTH OF
NOV.1921.

VOUCHERS RETURNED 1

ACCEPTED CHECKS RETURNED

	DATE	CHECKS	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
							Balance	233,541.60
1	1	650.00	12	3,529.15	26	1,779.34	1	15,000.00 d
2	1	10,000.00	12	1,500.00	28	235.50	3	4,547.01 d
3	1	77.51	12	1,379.19	28	12,301.77	5	11,471.04 d
4	1	55.40	14	500.00	28	1,000.00	7	18,400.00 d
5	1	2,769.88	14	20.00	28	185.60	9	15,945.85 d
6	2	750.00	14	450.00	28	1,034.13	12	10,151.56 d
7	2	2,500.00	14	1,022.50	28	190.18	14	15,000.00 d
8	2	6,000.00	14	209.73	28	365.96	15	15,000.00 d
9	2	5,000.00	14	13,202.27	28	257.00	16	1,805.60 d
10	2	450.22	14	1,000.00	28	2,500.00	19	10,000.00 d
11	2	1,053.00	15	188.24	28	1,253.24	21	12,916.94 d
12	3	300.00	15	435.00	29	331.86	22	10,000.00 d
13	3	340.00	15	544.60	29	496.03	26	10,000.00 d
14	3	1,671.75	15	2,566.23	29	349.34	28	534.80 d
15	3	450.00	15	15,000.00	29	208.39	28	9,982.50 d
16	3	123.32	15	78.96	29	775.95	29	10,307.84 d
17	4	959.20	15	650.00	29	650.00		
18	4	1,000.81	16	2,500.00	30	195.61		
19	4	600.00	17	378.12	30	750.00		
20	5	1,077.20	17	243.63	30	1,500.00		
21	5	18.00	17	200.88				
22	7	200.00	19	2,031.03				
23	7	14,077.46	19	299.20				
24	7	1,500.00	19	125.97				
25	7	858.25	21	244.16				
26	7	75.00	21	2,000.00				
27	7	274.32	21	1,793.29				
28	7	60.00	21	12,609.20				
29	7	106.34	22	240.00				
30	7	2,318.91	22	40.80				
31	7	356.67	22	292.47				
32	7	3,030.48	22	1,000.00				
33	7	276.00	22	675.85				
34	7	300.00	22	650.00				
35	9	8,000.00	23	270.00				
36	9	200.00	23	500.00				
37	9	1,312.50	23	484.08				
38	9	52.64	23	568.92				
39	9	650.00	23	2,500.00				
40	9	243.00	23	69.67				
41	9	555.82	23	100.00				
42	10	162.76	25	1,574.48				
43	10	400.00	25	967.04				
44	10	1,080.06	25	171.66				
45	10	2,500.00	25	178.90				
46	10	351.68	25	54.71				
47	10	287.00	25	5,000.00				
48	10	4,094.45	25	404.27				
49	12	151.40	25	95.56				
50	12	497.19	26	2,156.62				
	12	441.17						
	12	353.26						

BALANCE 214,935 81

IF NO ERRORS REPORTED IN TEN DAYS, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE PROMPTLY ANY CHANGE OF ADDRESS.

SAFE DEPOSIT VAULTS

ACCOUNTANTS DEC 1921 No. 53

NEW YORK LONDON LIVERPOOL PARIS HAVRE BRUSSELS

Guaranty Trust Company of New York JAN — 1921

Fifth Avenue Office
New York

STATEMENT
For Month of
JAN 1921

IN ACCOUNT WITH

D.W.GRIFFITH, INC.
MAMARONECK.
N.Y.

KEY

CC —Check Certified
CP —Coupons
DM —Debit Memo
EX —Exchange
INT—Interest
LN —Loan or Discount
RT —Returned Items

THE ACCOUNT WILL BE CONSIDERED CORRECT, IF NO ERRORS ARE REPORTED IN TEN DAYS.

	Day	Debits	Day	Debits	Day	Debits	Day	Credits
						Previous Balance ☞		
1								2,092.65
2	3	1,000.00—						
3							26 IN Int'd	2.30
4							27 d	9,105.97
5								
6								
7								
8								
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45								
						Balance	JAN 31 1921	10,200.92

KINDLY SIGN AND RETURN THIS RECEIPT PROMPTLY

15080 _____ 19____

RECEIVED from the **Guaranty Trust Company of New York** FIFTH AVENUE OFFICE

Statement of account showing a balance of 10,200.92

at the close of business JAN 31 1921 together with cancelled vouchers, which are hereby acknowledged as correct. OK

_____

By _____

This receipt must be signed by the Depositor personally, or if a corporation by an Official having authority to sign therefor; or by a duly authorized Agent whose signature has been filed with us.

Guaranty Trust Co.

Outstanding checks Feb. 28, 1921

C/K # 33	2625.38 "
34	320. "
35	224.89 "
36	317.22 "
37	244.47 "
38	440.93 "
	4172.89
	41816.76 Bal in B/T.
	45989.65
40	703.25 "
41	1805.05 "
	48497.95 ok.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York London Liverpool Paris Havre Brussels

Guaranty Trust Company of New York

FEB — 1921

Fifth Avenue Office
New York

STATEMENT
For Month of

FEB 1921

IN ACCOUNT WITH

D.W.GRIFFITH, INC.
MAMARONECK,
N.Y.

KEY

CC —Check Certified
CP —Coupons
DM —Debit Memo
EX —Exchange
INT—Interest
LN —Loan or Discount
RT —Returned Items

THE ACCOUNT WILL BE CONSIDERED CORRECT, IF NO ERRORS ARE REPORTED IN TEN DAYS.

	Day	Debits	Day	Debits	Day	Debits	Day	Credits
						Previous Balance ☞		
1	3	269.30 —						10,200.92
2	9	7,547.91 —						
3	16	2,150.00 —					5	d 8,682.08
4	18	3,000.00 —						
5	19	5,000.00 —					13	d 16,000.00
6	21 CC	18,750.00 —					14	d 6,500.00
7	26	2,000.00 —						
8	26 EX	7.25 —					17	d 2,000.00
9								
10								
11								
12								
13							23	d 10,238.81
14							24	d 3,734.37
15							26 IN	d 233.41 IN ✓
16								
17								
18								
19							8	d 29,842.89
20								
21								
22								
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40						✓		
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45								
						Balance		48,497.95

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION

FEB 28 1921

New York London Liverpool Paris Havre Brussels

Guaranty Trust Company of New York

MAR- 1921

Fifth Avenue Office
New York

STATEMENT
For Month of
MAR 1921

IN ACCOUNT WITH

D.W. GRIFFITH, INC.
MAMARONECK,
N.Y.

KEY

CC —Check Certified
CP —Coupons
DM —Debit Memo
EX —Exchange
INT—Interest
LN —Loan or Discount
RT —Returned Items

THE ACCOUNT WILL BE CONSIDERED CORRECT, IF NO ERRORS ARE REPORTED IN TEN DAYS.

	Day	Debits	Day	Debits	Day	Debits	Day	Credits
						Previous Balance ☞		
1	1	224.89 —						48,497.95
2	1	2,625.38 —						
3	1	317.22 —					1	d 10,614.08
4	2	320.00 —						
5	2	244.47 —						
6	2	440.93 —						
7	3	1,805.05 —						
8	3	703.25 —					3	d 20,499.58
9	4 CC	25,000.00 —						
10	5	5,000.00 —						
11	7	2,422.34 —						
12	9	4,000.00 —					5	d 4,394.29
13	16	2,302.62 —						
14	18	300.00 —						
15	18	875.13 —					11	d 11,804.76
16	18	621.00 —						
17	18	111.34 —						
18	24	2,484.34 —						
19	24	41,405.98 —					25 IN	d 78.28 IN
20	28 EX	6.17 —						
21								
22								
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45								
						Balance MAR 31 1921		4,678.83

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York APRIL - 1921

Fifth Avenue Office

New York,

STATEMENT
For Month of

APR 1921

IN ACCOUNT WITH

D.W.GRIFFITH, INC.
MAMARONECK,
N.Y.

KEY

CC—Check Certified
CP—Coupons
DM--Debit Memo
EX—Exchange
INT—Interest
LN—Loan or Discount
RT—Returned Items

	DAY	DEBITS	DAY	DEBITS	DAY	DEBITS	DAY	CREDITS
						Previous Balance ☞		4,678.83
1	2	432.67—						
2	13	800.58—						
3	13	2,631.85—					7	d 2,000.00
4	16	1,755.28—					8	d 636.44
5	26 EX	.50—						
6								
7								
8							16	d 2,000.00
9								
10								
11							25 IN	d 7.34
12								
13								
14								
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						Balance APR 30 1921		3,701.73

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

May - 1921

Fifth Avenue Office

New York,

STATEMENT
For Month of

MAY 1921

IN ACCOUNT WITH

D.W.GRIFFITH, INC.
MAMARONECK,
N.Y.

KEY

CC—Check Certified
CP—Coupons
DM—Debit Memo
EX—Exchange
INT—Interest
LN—Loan or Discount
RT—Returned Items

	DAY	DEBITS	DAY	DEBITS	DAY	DEBITS	DAY	CREDITS
						Previous Balance ☞		3,701.73
1								
2	4	458.45 –						
3	14	21,467.32 –						
4	16	147.99 –						
5	19 DM	3,969.94 –					10	d 17,823.80
6	26 EX	1.41 –					11	d 10,635.13
7	28	24,000.00 –						
8	28	2,000.00 –						
9								
10							16	d 9,192.39
11								
12							17	d 9,780.46
13								
14								
15							23	K 3,969.94
16								
17							26 IN	d 20.44
18								
19								~~[illegible]~~
20								
21								
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38								
39								
40								
41								
42								
43								see b/o. 128. 5.60 deducted
44								
45								
						Balance MAY 31 1921	31	3,078.78

7-20 46-4-217

NEW YORK LONDON LIVERPOOL PARIS HAVRE BRUSSELS

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

GRAND STREET OFFICE
268 Grand Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

140 Broadway

New York, June 22, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamroneck, N. Y.

DEBIT VOUCHER

Your account has been CHARGED this day for the following:

Insurance and postage on shipment of United Artists Corp. stock to you on June 2, 1921 - - $.98

PRICE WATERHOUSE & CO. EXAMINED JUL 1 1921 No. 4 ACCOUNTANTS

From
Loan
Department

This is a DUPLICATE of the DEBIT ADVICE mailed to you on the date of this charge.

Yours very truly,

Guaranty Trust Company of New York

NEW YORK LONDON LIVERPOOL PARIS HAVRE BRUSSELS

Guaranty Trust Company of New York

JUNE-1921

Fifth Avenue Office
New York

STATEMENT
For Month of

IN ACCOUNT WITH

D.W.GRIFFITH, INC.
MAMARONECK,
N.Y.

JUN 1921

KEY

CC —Check Certified
CP —Coupons
DM —Debit Memo
EX —Exchange
INT—Interest
LN —Loan or Discount
RT —Returned Items

THE ACCOUNT WILL BE CONSIDERED CORRECT, IF NO ERRORS ARE REPORTED IN TEN DAYS.

	Day	Debits	Day	Debits	Day	Debits	Day	Credits
						Previous Balance		
1	4	261.33 —						3,078.78
2	8	3,000.00 —						
3	9	6.85 —						
4	23 DM	.98 —						
5							7	1,664.21
6								
7								
8								
9								
10								
11							24	.98
12								
13							25 IN	6.30 IN
14								
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45								
						Balance JUN 30 1921		1,481.11

PRICE, WATERHOUSE & CO. EXAMINED JUL No. 74 ACCOUNTANTS

OK.

7-20 46-4-204

NEW YORK LONDON LIVERPOOL PARIS HAVRE BRUSSELS

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

GRAND STREET OFFICE
268 Grand Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

140 Broadway

ORIGINAL

New York, June 23, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N. Y.

CREDIT ADVICE

Please be informed that the following has been placed to the CREDIT of your account:

PARTICULARS	AMOUNT
We have today credited your account 98¢ which was charged in error, for cost of insurance and postage - - - - - - - - - -	$.98

PRICE, WATERHOUSE & CO. EXAMINED 10 JUL No. 74 ACCOUNTANTS

From
Loan
Department

Yours very truly,
Guaranty Trust Company of New York

7-20 46-4-217

NEW YORK LONDON LIVERPOOL PARIS HAVRE BRUSSELS

Guaranty Trust Company of New York

FIFTH AVENUE OFFICE
Fifth Avenue and 44th Street

GRAND STREET OFFICE
268 Grand Street

MADISON AVENUE OFFICE
Madison Avenue and 60th Street

140 Broadway

New York, June 22, 1921.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N. Y.

DEBIT ADVICE

Your account has been CHARGED this day for the following:

Insurance and postage on shipment of United Artists Corp. stock to you on June 1, 1921 - - $.98

PRICE, WATERHOUSE & CO. EXAMINED 10 JUL No. 74 ACCOUNTANTS

From
Loan
Department

Yours very truly,
Guaranty Trust Company of New York

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

July - 1921

Fifth Avenue Office

New York,

STATEMENT
For Month of

JUL 1921

IN ACCOUNT WITH

D.W.GRIFFITH, INC.
MAMARONECK,
N.Y.

KEY

CC—Check Certified
CP—Coupons
DM—Debit Memo
EX—Exchange
INT—Interest
LN—Loan or Discount
RT—Returned Items

	DAY	DEBITS	DAY	DEBITS	DAY	DEBITS	DAY	CREDITS
						Previous Balance ☞		1,481.11
1	1 1	1,825.17-						
2	2 6 EX	.12-					6	1,000.00
3	2 9	376.19-					7	727.38
4								
5								
6								
7								
8							2 5 IN	2.74
9								
10								
11								
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45								
						Balance JUL 31 1921		1,009.75

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

Aug — 1921

Fifth Avenue Office
New York,

STATEMENT
For Month of

AUG 1921

IN ACCOUNT WITH

D.W.GRIFFITH, INC.
MAMARONECK,
N.Y.

KEY

CC—Check Certified
CP—Coupons
DM—Debit Memo
EX—Exchange
INT—Interest
LN—Loan or Discount
RT—Returned Items

	DAY	DEBITS	DAY	DEBITS	DAY	DEBITS	DAY	CREDITS
						Previous Balance ☞		1,009.75
1								
2								
3							26 IN	1.75
4								
5								
6								
7								
8								
9								
10								
11								
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						Balance AUG 31 1921		1,011.50

PRICE, WATERHOUSE & CO. EXAMINED OCT 1921 No. 74 ACCOUNTANTS

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

Sept - 1921

Fifth Avenue Office

New York,

STATEMENT
For Month of

IN ACCOUNT WITH

D.W.GRIFFITH,INC.
MAMARONECK,
N.Y.

KEY

SEP - 1921

CC—Check Certified
CP—Coupons
DM—Debit Memo
EX—Exchange
INT—Interest
LN—Loan or Discount
RT—Returned Items

	DAY	DEBITS	DAY	DEBITS	DAY	DEBITS	DAY	CREDITS
						Previous Balance ☞		1,011.50
1								
2							26 IN	1.70
3							28	972.35
4								
5								
6								
7								
8								
9								
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45								
						Balance SEP 30 1921		1,985.55

PRICE, WATERHOUSE & CO. EXAMINED OCT 19 No. 74 ACCOUNTANTS

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

OCT-1921

Fifth Avenue Office

New York,

STATEMENT
For Month of

OCT 1921

IN ACCOUNT WITH

D.W.GRIFFITH, INC.
MAMARONECK,
N.Y.

KEY

CC—Check Certified
CP—Coupons
DM—Debit Memo
EX—Exchange
INT—Interest
LN—Loan or Discount
RT—Returned Items

	DAY	DEBITS	DAY	DEBITS	DAY	DEBITS	DAY	CREDITS
						Previous Balance ☞		1,985.55
1	3	1,399.32-						
2	26 EX	.10-						EX
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
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45								
						Balance OCT 31 1921		58613

PRICE WATERHOUSE & CO ACCOUNTANTS
EXAMINED DEC 1921 No. 53

NEW YORK LONDON LIVERPOOL PARIS HAVRE BRUSSELS

Guaranty Trust Company of New York Nov - 1921

Fifth Avenue Office
New York

STATEMENT
For Month of

NOV - 1921

IN ACCOUNT WITH

D.W.GRIFFITH, INC.
MAMARONECK,
N.Y.

KEY

CC —Check Certified
CP —Coupons
DM —Debit Memo
EX —Exchange
INT—Interest
LN —Loan or Discount
RT —Returned Items

THE ACCOUNT WILL BE CONSIDERED CORRECT, IF NO ERRORS ARE REPORTED IN TEN DAYS.

	Day	Debits	Day	Debits	Day	Debits	Day	Credits
						Previous Balance ☞		586.13
1								
2	7	173.39 —					3	215.00 d
3	19	2,667.97 —						
4	19	1,885.75 —						
5							12	3,943.75 d
6							16	614.56 d
7								
8								
9								
10							26 IN	2.25 N
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
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24								
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42								
43								
44								
45								OT
						Balance NOV 30 1921		634.58

PRICE, WATERHOUSE & CO ACCOUNTANTS
EXAMINED DEC 1921
No. 53

LONDON LIVERPOOL PARIS HAVRE BRUSSELS CONSTANTINOPLE

Guaranty Trust Company of New York

DEC-1921

Fifth Avenue Office
New York,

STATEMENT
For Month of

DEC 1921

IN ACCOUNT WITH

D.W.GRIFFITH, INC.
MAMARONECK,
N.Y.

KEY

CC—Check Certified
CP—Coupons
DM—Debit Memo
EX—Exchange
INT—Interest
LN—Loan or Discount
RT—Returned Items

	DAY	DEBITS	DAY	DEBITS	DAY	DEBITS	DAY	CREDITS
						Previous Balance ☞		63458
1								
2								
3								
4								
5								
6								
7								
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14								
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45								
						Balance	DEC 31 1921	63458

PRICE, WATERHOUSE & CO. EXAMINED JAN 1922 No. 14 ACCOUNTANTS